

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.T. Kearney, Inc.		01/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Lasalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2063108	A.T. KEARNEY
Registration Number:	2264908	ATKEARNEY
Registration Number:	2287895	CHINASOURCE
Registration Number:	2426375	EXECUTIVE AGENDA
Registration Number:	2395490	EXECUTIVE AGENDA
Registration Number:	2413251	FDI CONFIDENCE INDEX
Registration Number:	2455967	GEO AWARDS
Registration Number:	2297484	GLOBAL BUSINESS POLICY COUNCIL
Registration Number:	2297485	
Registration Number:	2429119	HOUSE OF PURCHASING AND SUPPLY
Registration Number:	2641306	LEVERAGED SOURCING NETWORKS
Registration Number:	2331256	ROMI
Serial Number:	78502099	GRDI
Serial Number:	78506934	IDEAS THAT LAST

CH \$365.00 2063108

CORRESPONDENCE DATA

Fax Number: (312)630-7388
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-368-4058
Email: thomas.ryan@dlapiper.com
Correspondent Name: Thomas W. Ryan
Address Line 1: P.O. Box 64807
Address Line 2: DLA Piper Rudnick Gray Cary US LLP
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	239674-312
NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	02/06/2006

Total Attachments: 15
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 20, 2006, by A.T. KEARNEY, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Collateral Assignment and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Assignment and Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Collateral Assignment and Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Collateral Assignment and Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of all Obligations (as defined in the Credit Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and application for trademark registration, including, without limitation, each registered trademark and application for registration referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each license granting rights in any trademarks or applications for trademark registration contemplated in Section (1) above, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;


- (3) all products and proceeds of the foregoing items listed in Sections (1), (2) and (3), including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to an application for trademark registration referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto;
- (5) each license granting rights in any patents or patent applications contemplated in Section 4 above, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6) all products and proceeds of the foregoing items listed in Sections (4) and (5), including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Assignment and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Assignment and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Assignment and Security Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

A.T. KEARNEY, INC.

By: 
Title: David Asper - Vice President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 003241 FRAME: 0533

STATE OF NEW YORK)
)SS
COUNTY OF NEW YORK)

I, RUTH M. COLLINS, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that DAVID ASPER, personally known to me to
be the VICE PRESIDENT of A.T. KEARNEY, INC.,
and personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that (s)he signed and
delivered such instrument as his/her free and voluntary act and deed, and as the free and
voluntary act and deed of such company for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of January, 2006.

RUTH M. COLLINS
Printed Name of Notary Public

Ruth M. Collins
Signature of Notary Public

RUTH M. COLLINS
Notary Public, State of New York
No. 4638649
Qualified in New York County
Commission Expires November 30, 2006

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 003241 FRAME: 0534

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: Adam F. Lutz
Title: AVP

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 003241 FRAME: 0535

STATE OF Illinois)
)SS
COUNTY OF Cook)

I, Rita M. Slager a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Adam F. Lutostanski, personally known to me to
be the Asst. V.P. of LaSalle Bank,
and personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that (s)he signed and
delivered such instrument as his/her free and voluntary act and deed, and as the free and
voluntary act and deed of such company for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of January, 2006.

Rita M. Slager
Printed Name of Notary Public

[Signature]
Signature of Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark Name</u>	<u>Grantor</u>	<u>Trademark Application Number</u>	<u>Date of Application</u>	<u>Trademark Registration Number</u>	<u>Date of Registration</u>
GRDI	A.T. KEARNEY, INC.	78/502,099	19-Oct-2004		
IDEAS THAT LAST	A.T. KEARNEY, INC.	78/506,934	27-Oct-2004		
A.T. KEARNEY	A.T. KEARNEY, INC.	75/104,226	14-May-1996	2,063,108	20-May-1997
ATKEARNEY (Stylized)	A.T. KEARNEY, INC.	75/505,735	19-Jun-1998	2,264,908	27-Jul-1999
CHINASOURCE	A.T. KEARNEY, INC.	75/556,435	23-Sep-1998	2,287,895	19-Oct-1999
EXECUTIVE AGENDA	A.T. KEARNEY, INC.	75/762,768	28-Jul-1999	2,426,375	06-Feb-2001
EXECUTIVE AGENDA	A.T. KEARNEY, INC.	75/768,332	28-Jul-1999	2,395,490	17-Oct-2000
FDI CONFIDENCE INDEX	A.T. KEARNEY, INC.	75/480,309	06-May-1998	2,413,251	12-Dec-2000
GEO AWARDS	A.T. KEARNEY, INC.	75,623,935	20-Jan-1999	2,455,967	29-May-2001

<u>Trademark Name</u>	<u>Grantor</u>	<u>Trademark Application Number</u>	<u>Date of Application</u>	<u>Trademark Registration Number</u>	<u>Date of Registration</u>
GLOBAL BUSINESS POLICY COUNCIL	A. T. KEARNEY, INC.	75/433,848	13-Feb-1998	2,297,484	07-Dec-1999
GLOBAL BUSINESS POLICY COUNCIL &	A. T. KEARNEY, INC.	75/433,935	13-Feb-1998	2,297,485	07-Dec-1999
HOUSE OF PURCHASING AND SUPPLY	A. T. KEARNEY, INC.	75/536,892	14-Aug-1998	2,429,119	20-Feb-2001
LEVERAGED SOURCING NETWORKS	A. T. KEARNEY, INC.	76/262,055	24-May-2001	2,641,306	22-Oct-2002
ROMI	A. T. KEARNEY, INC.	75/533,007	07-Aug-1998	2,331,256	21-Mar-2000

Foreign Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark Name</u>	<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Application Number</u>	<u>Date of Application</u>	<u>Trademark Registration Number</u>	<u>Date of Registration</u>
A.T. KEARNEY	A.T. KEARNEY, INC.	India	1255373	02-Jan-2004		
A.T. KEARNEY	A.T. KEARNEY, INC.	India	1236817	15-Sep-2003		
A.T. KEARNEY	A.T. KEARNEY, INC.	Malaysia	97/21289	09-Dec-1997		
GEO AWARDS	A.T. KEARNEY, INC.	Brazil	821809709	14-Jul-1999		
GRDI	A.T. KEARNEY, INC.	European Community	4268165	02-Feb-2005		
GRDI	A.T. KEARNEY, INC.	India	1338802	16-Feb-2005		
HOUSE OF PURCHASING AND SUPPLY	A.T. KEARNEY, INC.	European Community	944322	30-Sep-1998		
IDEAS THAT LAST	A.T. KEARNEY, INC.	European Community	4138467	23-Nov-2004		
STRATEGIC SOURCING SOLUTIONS 3S	A.T. KEARNEY, INC.	Japan	2002-078369	13-Sep-2002	47005475	29-Aug-2003
A.T. KEARNEY	A.T. KEARNEY, INC.	Argentina	2.048.989	13-Nov-1996	1.649.819	10-Nov-1997
A.T. KEARNEY	A.T. KEARNEY, INC.	Australia	717651	17-Sep-1996	717651	29-Jan-1999

<u>Trademark Name</u>	<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Application Number</u>	<u>Date of Application</u>	<u>Trademark Registration Number</u>	<u>Date of Registration</u>
A.T. KEARNEY	A.T. KEARNEY, INC.	Brazil	819648164	08-Nov-1996	819646164	20-Apr-1999
A.T. KEARNEY	A.T. KEARNEY, INC.	Canada	824,675	30-Sep-1996	513,454	28-Jul-1999
A.T. KEARNEY	A.T. KEARNEY, INC.	China	960122008	04-Nov-1996	1137786	21-Dec-1997
A.T. KEARNEY	A.T. KEARNEY, INC.	Czech Republic	114818	16-Sep-1996	205829	24-Nov-1997
A.T. KEARNEY	A.T. KEARNEY, INC.	European Community	349522	13-Sep-1996	349522	01-Feb-1999
A.T. KEARNEY	A.T. KEARNEY, INC.	Hong Kong	11529/96	14-May-1996	5785/1999	11-May-1999
A.T. KEARNEY	A.T. KEARNEY, INC.	Hungary	M 99 05670	02-Dec-1999	163 744	02-Mar-2001
A.T. KEARNEY	A.T. KEARNEY, INC.	Indonesia	J98-06532	13-Apr-1998	436 808	27-Jan-2000
A.T. KEARNEY	A.T. KEARNEY, INC.	Japan	11-66676	27-Jul-1999	4425840	20-Oct-2000
A.T. KEARNEY	A.T. KEARNEY, INC.	Korea, Republic of	96-13972	12-Nov-1996	44996	04-Aug-1998
A.T. KEARNEY	A.T. KEARNEY, INC.	Malaysia	96/14103	22-Nov-1996	96014103	28-Oct-2000
A.T. KEARNEY	A.T. KEARNEY, INC.	Mexico	274281	18-Sep-1996	642400	23-Feb-2000
A.T. KEARNEY	A.T. KEARNEY, INC.	New Zealand	266922	14-May-1996	266922	20-May-1999
A.T. KEARNEY	A.T. KEARNEY, INC.	Norway	96,5732	23-Sep-1996	182,999	19-Jun-1997

<u>Trademark Name</u>	<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Application Number</u>	<u>Date of Application</u>	<u>Trademark Registration Number</u>	<u>Date of Registration</u>
A.T. KEARNEY	A.T. KEARNEY, INC.	Poland	Z-164 960	03-Oct-1996	118040	04-Feb-2000
A.T. KEARNEY	A.T. KEARNEY, INC.	Russian Federation	96712835	27-Sep-1996	171780	05-Feb-1999
A.T. KEARNEY	A.T. KEARNEY, INC.	Singapore	10230/96	24-Sep-1996	T96/10230J	14-May-1996
A.T. KEARNEY	A.T. KEARNEY, INC.	South Africa	98/10696	23-Jun-1998	98/10696	23-Jun-1998
A.T. KEARNEY	A.T. KEARNEY, INC.	Switzerland	8394/1996	13-Nov-1996	442,621	14-Jul-1997
A.T. KEARNEY	A.T. KEARNEY, INC.	Taiwan	87035564	22-Jul-1998	115685	01-Oct-1999
A.T. KEARNEY	A.T. KEARNEY, INC.	Thailand	446078	16-Feb-2001	Bor16133	16-Feb-2001
A.T. KEARNEY	A.T. KEARNEY, INC.	Turkey	98/956	27-Jan-1998	195301	27-Jan-1998
A.T. KEARNEY	A.T. KEARNEY, INC.	Venezuela	16756	07-Oct-1996	S-14621	31-Oct-1997
AT KEARNEY (Stylized)	A.T. KEARNEY, INC.	Hungary	M 99 05671	02-Dec-1999	163 745	02-Mar-2001
AT KEARNEY (Stylized)	A.T. KEARNEY, INC.	Japan	4-235719	29-Sep-1992	3082138	31-Oct-1995
CHINASOURCE	A.T. KEARNEY, INC.	European Community	977751	05-Nov-1998	977751	21-Mar-2000
E-SSESSMENT	A.T. KEARNEY, INC.	European	001552405	13-Mar-2000	001552405	16-May-2001

<u>Trademark Name</u>	<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Application Number</u>	<u>Date of Application</u>	<u>Trademark Registration Number</u>	<u>Date of Registration</u>
		Community				
E-SSESSMENT	A.T. KEARNEY, INC.	Mexico	416340	17-Mar-2000	666690	28-Jul-2000
EXECUTIVE AGENDA	A.T. KEARNEY, INC.	Canada	1,031,082	04-Oct-1999	553,502	06-Nov-2001
EXECUTIVE AGENDA	A.T. KEARNEY, INC.	European Community	1336155	04-Oct-1999	001336155	04-May-2001
GEO AWARDS	A.T. KEARNEY, INC.	Argentina	2.225.345	23-Jun-1999	1.803.839	04-Sep-2000
GEO AWARDS	A.T. KEARNEY, INC.	Canada	1,015,294	10-May-1999	560,302	17-Apr-2002
GEO AWARDS	A.T. KEARNEY, INC.	European Community	1152057	26-Apr-1999	1152057	06-Feb-2001
GEO AWARDS	A.T. KEARNEY, INC.	Japan	11-37749	27-Apr-1999	4472482	11-May-2001
GEO AWARDS	A.T. KEARNEY, INC.	Mexico	373489	29-Apr-1999	611424	27-May-1999
HOUSE OF PURCHASING AND SUPPLY	A.T. KEARNEY, INC.	Canada	891,961	30-Sep-1998	TMA585,489	17-Jul-2003
VPO	A.T. KEARNEY, INC.	European Community	002773935	12-Jul-2002	002773935	19-Aug-2003
A.T. KEARNEY	A.T. KEARNEY, INC.	Philippines	115532	14-Nov-1996		

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patents, Patent Applications and Patent Licenses

Grantor	Title	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
A.T. Kearney, Inc.	System and Method for Remote Systems Management and Reporting		10/455,749		04-Jun-2003
A.T. Kearney, Inc.	Method and system for assessing leadership skills		10/356313		31-Jan-2003
A.T. Kearney, Inc.	Order Placement and Acceptance Management System		10/527,367		10-Mar-2005

Foreign Patents, Patent Applications and Patent Licenses

Grantor	Title	Jurisdiction	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
A.T. Kearney, Inc.	System and Method for Remote Systems Management and Reporting	Australia		2004246692		04-Jun-2004
A.T. Kearney, Inc.	System and Method for Remote Systems Management and Reporting	Canada		[pending]		04-Jun-2004
A.T. Kearney, Inc.	System and Method for Remote Systems Management and Reporting	Europe		04754320.2		04-Jun-2004
A.T. Kearney, Inc.	System and Method for Remote Systems Management and Reporting	WO		US04/17692		04-Jun-2004
A.T. Kearney, Inc.	Order Placement and Acceptance Management System	Australia		PCT 2003270711		15-Sep-2003
A.T. Kearney, Inc.	Order Placement and Acceptance Management System	Canada		PCT 2,497,386		15-Sep-2003

A.T. Kearney, Inc.	Order Placement and Acceptance Management System	Europe		PCT 03752420.4		15-Sep-2003
A.T. Kearney, Inc.	Order Placement and Acceptance Management System	Japan		ORD 2002- 267734		13-Sep-2002
A.T. Kearney, Inc.	Order Placement and Acceptance Management System	WO		ORD US03/29169		15-Sep-2003