TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keane, Inc.		06/04/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2892072	APPLICATION LIFECYCLE OPTIMIZATION
Registration Number:	2602442	EZ-ACCESS
Registration Number:	1428164	K KEANE
Registration Number:	1457693	K KEANE
Registration Number:	3142972	KEANE WORLDZEN
Registration Number:	2580905	MINDS MAKING TECHNOLOGY WORK
Registration Number:	2571143	NIMS
Registration Number:	2613411	NIMS
Registration Number:	3186403	VISTAKEANE
Registration Number:	2374200	WE GET IT DONE
Serial Number:	78669813	KEANE NET SOLUTIONS
Serial Number:	78669820	KEANE NET SOLUTIONS
Serial Number:	78823109	MAKING GLOBAL WORK WORK

CH $365.00 2892072

Serial Number:	77176652	PATCOM

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8200

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart

Address Line 1: White & Case LLP

Address Line 2: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1114185-0034
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/08/2007

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of June 4, 2007, by KEANE, INC. and (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a security agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not due and payable on the Closing Date) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the subject collateral.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. The provisions of Section 11.7 of the Security Agreement are hereby incorporated by reference.

[signature page follows]

TRADEMARK
REEL: 003558 FRAME: 0017

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KEANE, INC.

By: _____
Name: John J. Leahy
Title: Executive Vice President & CFO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

David B. Julie
Associate Director
Banking Products
Services, US

By: _____
Name:
Title:

Mary E. Evans
Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Keane, Inc.	2892072	APPLICATION LIFECYCLE OPTIMIZATION
Keane, Inc.	2602442	EZ-ACCESS
Keane, Inc.	1428164	K KEANE and design
Keane, Inc.	1457693	K KEANE and design
Keane, Inc.	3142972	KEANE WORLDZEN
Keane, Inc.	2580905	MINDS MAKING TECHNOLOGY WORK■
Keane, Inc.	2571143	NIMS ●
Keane, Inc.	2613411	NIMS and design ●
Keane, Inc.	3186403	VISTAKEANE
Keane, Inc.	2374200	WE GET IT DONE

Trademark Applications:

OWNER	SERIAL NUMBER	TRADEMARK	FILING DATE
Keane, Inc.	78/669813	KEANE NET SOLUTIONS	07/13/05
Keane, Inc.	78/669820	KEANE NET SOLUTIONS	07/13/05
Keane, Inc.	78/823109	MAKING GLOBAL WORK WORK	02/24/06
Keane, Inc.	77/176652	PATCOM	05/09/07