

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BearingPoint, Inc.		06/13/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Swiss Banking Corporation:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2547347	R2I
Registration Number:	2540419	R2I
Registration Number:	2576004	R2I
Registration Number:	2638926	R2 I RAPID RETURN ON INVESTMENT
Registration Number:	2642270	R 2 I RAPID RETURN ON INVESTMENT
Registration Number:	2552437	CONFIGURE TO FIT
Registration Number:	2552436	CONFIGURE TO FIT
Registration Number:	2552438	CTF
Registration Number:	2510445	CTF
Registration Number:	2547345	CTF CONFIGURE TO FIT
Registration Number:	2547346	CTF CONFIGURE TO FIT
Registration Number:	2636000	METRIUS
Registration Number:	2634870	PATH TO CONVERGENCE
Registration Number:	2880472	PMONLINE

CH \$465.00 2547347

Registration Number:	2883360	PMONLINE
Registration Number:	2749423	POINT
Registration Number:	2567478	POINT
Registration Number:	2585871	QUICKSCAN

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 956112
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/19/2007

**Total Attachments: 6**

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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Trademark</b>	<b>Record Owner</b>	<b>Registration Number(s)</b>
R2i	BearingPoint, Inc.	2,547,347 2,540,419 2,576,004
R2i Rapid Return on Investment and Design	BearingPoint, Inc.	2,638,926 2,642,270
Configure to Fit	BearingPoint, Inc.	2552437 2,552,436
CTF	BearingPoint, Inc.	2552438 2,510,445
CTF Configure to Fit and Design	BearingPoint, Inc.	2,547,345 2,547,346
Metrius	BearingPoint, Inc.	2,636,000
Path to Convergence	BearingPoint, Inc.	2,634,870
PMOnline	BearingPoint, Inc.	2,880,472 2,883,360
Point	BearingPoint, Inc.	2,749,423 2,567,478
Quickscan	BearingPoint, Inc.	2,585,871

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of June 13, 2007, by BEARINGPOINT, INC. (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 Trademarks. 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 such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (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 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 Obligations and all other Secured Obligations then due and outstanding (other than, in each case, amounts in respect of indemnification, expense reimbursement, tax gross up or yield protection for which no claim has been made) and termination of the Security Agreement, or the release of any of the Trademarks listed on Schedule I hereto, and associated Goodwill, from the Lien granted under 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 (i) in the case of any such termination, the Trademarks under this Trademark Security Agreement and all associated Goodwill and

(ii) in the case of any such release, the Trademarks and associated Goodwill as to which such release has occurred.

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.

[signature page follows]

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,

BEARINGPOINT, INC.

By:   
Name: Didi A. Ethell  
Title: Chief Financial Officer

*[Trademark Security Agreement]*

TRADEMARK  
REEL: 003564 FRAME: 0206

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
Richard L. Tavrow  
Director  
Banking Products  
Services, US

By: \_\_\_\_\_

Name:

Title:

    
Irja R. Otsa  
Associate Director  
Banking Products  
Services, US

[TRADEMARK SECURITY AGREEMENT]

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