

## 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
Keane, Inc.		05/01/2008	CORPORATION:
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: 4			
Property Type	Number	Word Mark	
Serial Number:	77209606	KEANE ENABLING TRANSFORMATION	
Serial Number:	77209613	KEANE ENABLING TRANSFORMATION	
Serial Number:	77209621	KEANE	
Serial Number:	77209619	KEANE	
CORRESPONDENCE DATA			
Fax Number:	(212)225-3999		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212.225.2687		
Email:	jpasniewski@cgsh.com		
Correspondent Name:	Justine Pasniewski		
Address Line 1:	One Liberty Plaza		
Address Line 2:	Cleary Gottlieb Sheen & Hamilton LLP		
Address Line 4:	New York, NEW YORK 10006		
ATTORNEY DOCKET NUMBER:	29969-055		
NAME OF SUBMITTER:	Justine Pasniewski		

TRADEMARK

900105554

REEL: 003770 FRAME: 0164

OP \$115.00 77209606

Signature:

/Justine Pasniewski/

Date:

05/01/2008

**Total Attachments: 5**

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## **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of May 1, 2008, 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]

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: Marv Mouchawar

Title: Executive Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

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

Name:

Title:

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.

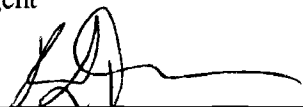
Very truly yours,

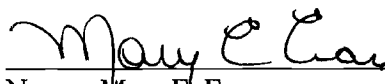
KEANE, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Richard L. Tavrow  
Title: Director

By:  \_\_\_\_\_  
Name: Mary E. Evans  
Title: Associate Director

TRADEMARK

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

Trademark Applications:

OWNER	REGISTRATION NUMBER	TRADEMARK
Keane, Inc.	Class 35, Registration 77/209606 Class 42, Registration 77/209613	<b>Keane</b> enabling transformation
Keane, Inc.	Class 35, Registration 77/209621 Class 42, Registration 77/209619	<b>Keane</b>