

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Booz Allen Hamilton Inc.		07/31/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Booz & Company Inc.
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78505620	CFO PROFILER
Serial Number:	78505599	CFO PROFILER
Serial Number:	78367675	ORG DNA PROFILER
Serial Number:	78361255	ORG DNA PROFILER
Serial Number:	76631948	STRATEGY+BUSINESS
Serial Number:	77134055	ORG DNA SIMULATOR
Serial Number:	77223885	SHELF CENTERED COLLABORATION

## CORRESPONDENCE DATA

Fax Number: (312)554-8015

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

Phone: 312 554-8000

Email: rsacoff@pattishall.com

Correspondent Name: Robert W. Sacoff

Address Line 1: Pattishall, McAuliffe, Newbury, et al.

Address Line 2: 311 S. Wacker Drive, Suite 5000

900113290

TRADEMARK  
REEL: 003831 FRAME: 0242

CH \$190.00 78505620

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	22700-000-00140
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NAME OF SUBMITTER:	Robert W. Sacoff
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Signature:	/Robert W. Sacoff/
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Date:	08/07/2008
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**Total Attachments: 4**

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ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment") made as of July 31, 2008, by Booz Allen Hamilton Inc., a corporation organized under the laws of Delaware ("Assignor"), to Booz & Company Inc., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor, Assignee, Booz & Company Holdings, LLC, Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc. are parties to the Spin Off Agreement, dated as of May 15, 2008 (as it may be amended, modified or supplemented from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the Trademarks set forth on Schedule I attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby convey, assign, transfer and deliver to Assignee, free and clear of Encumbrances (other than Permitted Encumbrances), (i) all right, title and interest of Assignor in and to the Assigned Marks, including the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, (ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation or impairment thereof, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor shall, and shall cause its Affiliates to, promptly execute and deliver, without consideration, such documents as Assignee may reasonably request, or take any additional actions, in each case, if reasonably necessary or advisable in connection with the consummation of the transactions contemplated by the Agreement and this Assignment, to more effectively transfer, convey and assign to Assignee (or to more effectively record or evidence the same), and to put Assignee in actual possession and control of, the Assigned Marks.

Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect, shall be governed by and construed in accordance with the laws of the State of Delaware, whether common law or statutory, without reference to the choice of law provisions thereof that would cause the application of the law of another jurisdiction and in accordance with Sections 4.10 and 7.12 of the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

**BOOZ ALLEN HAMILTON INC.**

By: [Signature]  
Name: CG Appleby  
Title: Senior Vice President, Secretary and General Counsel

ACKNOWLEDGEMENT

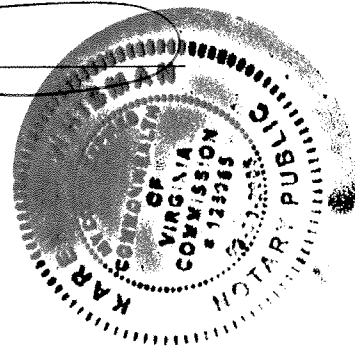
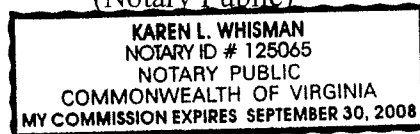
STATE OF Virginia  
COUNTY OF Fairfax

To wit: I, Karen L. Whisman, a notary public in and for the State and County aforesaid, do certify that CG Appleby, whose name, as Sen. Vice President of Booz Allen Hamilton Inc., is signed to the writing above, bearing the date on the \_\_\_\_\_ day of \_\_\_\_\_ has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 29<sup>th</sup> day of July, 2008.

My term of office expires on the 30<sup>th</sup> day of September, 2008.

[Signature]  
(Notary Public)



## SCHEDULE I

### 1. Trademark Registrations

No.	Trademark	Serial Number Filing Date	Registration Number Registration Date
1.	CFO PROFILER	78/505620 25-Oct-2004	3038558 03-Jan-2006
2.	CFO PROFILER	78/505599 25-Oct-2004	3047138 17-Jan-2006
3.	ORG DNA PROFILER	78/367675 13-Feb-2004	3023025 06-Dec-2005
4.	ORG DNA PROFILER	78/361255 02-Feb-2004	3044528 17-Jan-2006
5.	STRATEGY+BUSINESS	76/631948 14-Feb-2005	3057023 07-Feb-2006

### 2. Trademark Applications

No.	Trademark	Serial Number	Filing Date
1.	ORG DNA SIMULATOR	77/134055	19-Mar-2007
2.	SHELF CENTERED COLLABORATION	77/223885	06-Jul-2007