

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION REGARDING REEL 3424 FRAME 0299		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEHMAN COMMERCIAL PAPER INC.		06/24/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	One Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	a public limited liability company organized under the laws of England and Wales: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3001404	CHANGE THE OUTCOME.	
Registration Number:	2651668	QUICKSTRIKE	
Registration Number:	2764460	ALIXPARTNERS	
Registration Number:	2769352	ALIXPARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1240		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	023299-0377		

OP \$115.00 3001404

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TRADEMARK
 REEL: 004010 FRAME: 0949

DOMESTIC REPRESENTATIVE

Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:

Kristin J. Azcona

Signature:

/kja/

Date:

06/24/2009

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of June 24, 2009 (this "Assignment and Assumption") is made by Lehman Commercial Paper Inc. ("Lehman") and Barclays Bank PLC ("Barclays").

WHEREAS, reference is made to that certain Security Agreement dated as of October 12, 2006 (as amended, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given therein) by and among AlixPartners, LLP ("AlixPartners"), AlixPartners Asia, LLC, The System Advisory Group, LLC, AP Services, LLC, Partnership Services, LLC, AlixPartners Finance Company, LLC, Alix Partners, LLC and AlixPartners Forensic Services, LLC and Lehman, in its capacity as administrative agent (the "Administrative Agent");

WHEREAS, pursuant to the Security Agreement, AlixPartners granted to the Administrative Agent, for the benefit of the Lenders, a security interest in all right, title or interest in or to all of its Intellectual Property, including those Trademarks and Copyrights listed on Schedule I hereto and proceeds of any and all the foregoing;

WHEREAS, the security interest in the Trademarks granted pursuant to the Security Agreement by AlixPartners to the Administrative Agent, for the benefit of the Lenders was recorded with the U.S. Patent and Trademark Office on November 8, 2006 at Reel/Frame No. 3424/0299; and

WHEREAS, the security interest in the Copyrights granted pursuant to the Security Agreement by AlixPartners to the Administrative Agent, for the benefit of the Lenders, was recorded with the U.S. Copyright Office on December 22, 2006 at Volume No. 3546, Document No. 834;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Lehman hereby irrevocably, absolutely and unconditionally assigns to Barclays without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of the date hereof (the "Appointment Agreement") among, *inter alia*, Lehman and Barclays, and Barclays hereby assumes from Lehman, the interest in and to Lehman's rights and obligations under the Security Agreement (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Barclays for recording by Barclays with the United States Patent and Trademark Office and the United States Copyright Office.

From and after the Effective Date and as further set forth in the Appointment Agreement, (a) Barclays shall be a party to the Security Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Administrative Agent thereunder and shall be bound by the provisions thereof and (b) Lehman shall, to the extent provided in this Assignment and Assumption and the Appointment Agreement, relinquish its rights and be released from its obligations under the Security Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

LEHMAN COMMERCIAL PAPER INC.,
as Assignor

By: 

Name:

Title:

Francis J. Chang
Authorized Signatory

By: 

Name:

Title:

AHUVA SCHWAGER
AUTHORIZED SIGNATORY

Accepted:

BARCLAYS BANK PLC
as Assignee

By: 
Name: _____
Title: **Craig Malloy**
Vice President

Intellectual Property Assignment and Assumption

TRADEMARK
REEL: 004010 FRAME: 0954

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
AlixPartners, LLP	3001404	CHANGE THE OUTCOME <small>CHANGE THE OUTCOME</small>
AlixPartners, LLP	2651668	QUICKSTRIKE
AlixPartners, LLP	2764460	ALIXPARTNERS
AlixPartners, LLP	2766666	ALIXPARTNERS

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER
AlixPartners, LLP	Delta Airlines – recommended actions and key events and activities since 4 th quarter 2001.	TXu1181218
AlixPartners, LLP	Executive summary: state of the airline industry: lessons learned, and recommendations: Delta.	TXu1176831
AlixPartners, LLP	US airline industry: three case examples.	TXu1176830
AlixPartners, LLP	US airline industry: current status.	TXu1181128
AlixPartners, LLP	The evolution of the turnaround industry in the US. By AlixPartners, LLC.	TX5801743
AlixPartners, LLP	The evolution of the turnaround industry in the US.	TX5666077
AlixPartners, LLP	The evolution of the turnaround industry in the US in Japanese language.	TX5717405