

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Trademark Collateral Security and Pledge Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CitiBank, N.A.		02/15/2001	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bain & Company, Inc.
<b>Street Address:</b>	131 Dartmouth Street
<b>Internal Address:</b>	Bain & Company, Inc.
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2079086	BAIN & COMPANY
Registration Number:	2467795	BAINLAB

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8084  
 Email: ashley.scibelli@bingham.com  
 Correspondent Name: Ashley B. Scibelli  
 Address Line 1: 150 Federal Street  
 Address Line 2: Bingham McCutchen LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Ashley B. Scibelli
<b>Signature:</b>	/ Ashley B. Scibelli /

OP \$65.00 2079086

Date:

11/30/2006

**Total Attachments: 4**

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**TERMINATION AND RELEASE**  
**OF**  
**TRADEMARK COLLATERAL SECURITY**  
**AND PLEDGE AGREEMENT**

**BAIN & COMPANY, INC.**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as February 15, 2001 by **CITIBANK, N.A.**, a national banking association with an office located at 153 E. 53<sup>rd</sup> Street, New York, New York 10022, as collateral agent (hereinafter in such capacity, the "Collateral Agent"), in connection with the Revolving Credit Agreement, dated as of February 23, 2001 (as heretofore amended and in effect, the "Credit Agreement"), by and among **BAIN & COMPANY, INC.**, a Massachusetts corporation, (the "Company"), certain subsidiaries of the Company, the Collateral Agent and the other Lenders listed on Schedule 1.1 thereto, **BANK OF AMERICA, N.A.**, as successor by merger to **FLEET NATIONAL BANK**, as administrative agent for the Lenders, and the other parties thereto.

**WHEREAS**, the Company and the Collateral Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of February 15, 2001 (the "Trademark Agreement"), which Trademark Agreement was recorded March 9, 2001, with the United States Patent and Trademark Office at Reel 2247, Frame 0589 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

**WHEREAS**, pursuant to the Credit Agreement and the Trademark Agreement, the Company granted, assigned, transferred and conveyed to the Collateral Agent, by way of collateral security, the Trademark Collateral (as defined in the Trademark Agreement);

**WHEREAS**, the Collateral Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Company its right, title and interest in the Trademark Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Company, without representation, warranty or recourse, all of the Collateral Agent's right, title and interest in and to the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

**CITIBANK, N.A.,**  
as Collateral Agent

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

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE/Commonwealth of \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as \_\_\_\_\_ for Citibank, N.A., a national banking association).

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A

TRADEMARKS  
OF  
BAIN & COMPANY, INC.

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Bain & Company	07/15/1997	2,079,086
Bainlab	07/10/2001	2,467,795