

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BearingPoint, Inc.	06/13/2007

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6678355
Patent Number:	6636585
Application Number:	10214819
Application Number:	10079734
Application Number:	10214908
Application Number:	11082304
Application Number:	11436728
Application Number:	60800565
Application Number:	10696817

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

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Correspondent Name: Corporation Service Company

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PATENT

500299075

REEL: 019448 FRAME: 0187

CH \$360.00 6678355

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Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 956112
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NAME OF SUBMITTER:	Matthew Mayer
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<p>Total Attachments: 6</p> <p>source=bearingpt_UBS_pat9#page2.tif</p> <p>source=bearingpt_UBS_pat9#page3.tif</p> <p>source=bearingpt_UBS_pat9#page4.tif</p> <p>source=bearingpt_UBS_pat9#page5.tif</p> <p>source=bearingpt_UBS_pat9#page6.tif</p> <p>source=bearingpt_UBS_pat9#page7.tif</p>

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

Description	Owner	Registration Number
Testing an Operational Support System (OSS) of an Incumbent Provider for Compliance with a Regulatory Scheme	BearingPoint, Inc.	6,678,355
Metrics-related testing of an operational support system (OSS) of an incumbent provider for compliance with a regulatory scheme	BearingPoint, Inc.	6,636,585

Patent Applications:

Description	Owner	Registration Number
Modularized Automated Testing of an Interactive Application	BearingPoint, Inc.	10/214,819
Coordinating One or More Sponsored Promotions Programs in which Cardholders Using General Purpose Cards Receive One or More Benefits for Purchasing Sponsored Items	BearingPoint, Inc.	10/079,734
Modularized Automated Modification of Production Data	BearingPoint, Inc.	10/214,908
Modularized Automated Testing of Interactive Application	BearingPoint, Inc.	11/082,304
System and Method for Searching Among Multiple Enterprise Applications	BearingPoint, Inc.	11/436,728
System, Method and Software for a Business Acquisition Management Solution	BearingPoint, Inc.	60/800,565
Facilitating Software Engineering and Management in Connection with a Software Development Project According to a Process that is Compliant with a Qualitatively Measurable Standard	BearingPoint, Inc.	[20040093584] [10/696,817]

Patent Security Agreement

Patent 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 Patent 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 Patents. 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) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 Patents 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

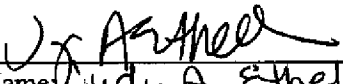
SECTION 4. Termination. Upon the payment in full of the Obligations and all other Secured Obligations then due and outstanding (other than, in each case, amounts in respect of indemnification, expense reimbursement, tax gross up or yield protection for which no claim has been made) and termination of the Security Agreement, or the release of any of the Patents listed on Schedule I hereto 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 Patents under this Patent Security Agreement and (ii) in the case of any such release, the Patents as to which such release has occurred.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Pledgor has caused this Patent 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: William A. Ethell
Title: Chief Financial Officer

[Patent Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:


Name: Richard L. Tavrow
Title: Director
Banking Products
Services, US

By:


Name: David B. Jule
Title: Associate Director
Banking Products
Services, US

[PATENT SECURITY AGREEMENT]

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