

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		12/04/2008	Swiss Banking Corporation: UNKNOWN

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, N.A.
<b>Street Address:</b>	45 Broadway, 14th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10006
<b>Entity Type:</b>	National Bank: UNKNOWN

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2547347	R2I
Registration Number:	2540419	R2I
Registration Number:	2576004	R2I
Registration Number:	2638926	R2 I RAPID RETURN ON INVESTMENT
Registration Number:	2642270	R 2 I RAPID RETURN ON INVESTMENT
Registration Number:	2552437	CONFIGURE TO FIT
Registration Number:	2552436	CONFIGURE TO FIT
Registration Number:	2552438	CTF
Registration Number:	2510445	CTF
Registration Number:	2547345	CTF CONFIGURE TO FIT
Registration Number:	2547346	CTF CONFIGURE TO FIT
Registration Number:	2636000	METRIUS
Registration Number:	2634870	PATH TO CONVERGENCE
Registration Number:	2880472	PMONLINE

CH \$465.00 2547347

Registration Number:	2883360	PMONLINE
Registration Number:	2749423	POINT
Registration Number:	2567478	POINT
Registration Number:	2585871	QUICKSCAN

**CORRESPONDENCE DATA**

Fax Number: (212)230-7740  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-318-6556  
Email: kathleenmangual@paulhastings.com  
Correspondent Name: Kathleen Mangual  
Address Line 1: c/o Paul Hastings, LLP  
Address Line 2: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	75253.00003 BEARINGPOINT
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	12/19/2008

**Total Attachments: 17**  
source=Trademark Assignment of Security Interest#page1.tif  
source=Trademark Assignment of Security Interest#page2.tif  
source=Trademark Assignment of Security Interest#page3.tif  
source=Trademark Assignment of Security Interest#page4.tif  
source=Trademark Assignment of Security Interest#page5.tif  
source=Trademark Assignment of Security Interest#page6.tif  
source=Trademark Assignment of Security Interest#page7.tif  
source=Trademark Assignment of Security Interest#page8.tif  
source=Trademark Assignment of Security Interest#page9.tif  
source=Trademark Assignment of Security Interest#page10.tif  
source=Trademark Assignment of Security Interest#page11.tif  
source=Trademark Assignment of Security Interest#page12.tif  
source=Trademark Assignment of Security Interest#page13.tif  
source=Trademark Assignment of Security Interest#page14.tif  
source=Trademark Assignment of Security Interest#page15.tif  
source=Trademark Assignment of Security Interest#page16.tif  
source=Trademark Assignment of Security Interest#page17.tif

**APPOINTMENT OF  
SUCCESSOR ADMINISTRATIVE AGENT**

This Successor Agent Agreement (this "Successor Agent Agreement") is entered into as of December 4, 2008 by and among Wells Fargo Bank, N.A., as successor Administrative Agent and Collateral Agent under the Credit Agreement referred to below (the "Successor Agent"), BearingPoint, Inc., a Delaware corporation ("Parent"), BearingPoint, LLC, a Delaware limited liability company ("BE LLC"), and together with Parent, the "Borrowers"), and UBS AG, Stamford Branch, as resigning administrative agent and collateral agent under the Credit Agreement referred to below (the "Resigning Agent"). Terms initially capitalized but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

**RECITALS**

1. The Borrowers, the Guarantors, the Lenders from time to time party thereto, the Resigning Agent and the other agents and arrangers parties thereto are parties to an Amended and Restated Credit Agreement dated as of June 1, 2007 (as amended, restated, modified or otherwise changed, the "Credit Agreement").

2. On November 13, 2008, the Resigning Agent gave the Lenders and the Borrowers notice of its resignation as Administrative Agent and Collateral Agent pursuant to Section 9.06 of the Credit Agreement, effective upon the appointment of a successor Administrative Agent and Collateral Agent.

3. On or before November 18, 2008, votes were received from Lenders sufficient to constitute the Required Lenders to appoint the Successor Agent as the successor Administrative Agent and Collateral Agent under Section 9.06 of the Credit Agreement pursuant to written notices of votes with respect to appointment of successor agent (the "Notices of Votes").

4. The parties hereto wish to document certain agreements in order to facilitate the transfer of the roles of Administrative Agent and Collateral Agent from the Resigning Agent to the Successor Agent.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Appointment of Successor Administrative Agent. Effective as of December 4, 2008 at 5 p.m., New York City time (such date and time, the "Succession Effective Date"), the Resigning Agent shall cease to be the Administrative Agent and the Collateral Agent under and with respect to the Loan Documents and the Successor Agent, pursuant to the authorization contained in the Notices of Votes and the provisions of Section 9.06 of the Credit Agreement and subject to the receipt of the fees described in Section 6(b)(ii) below, shall succeed to the roles of Administrative Agent and Collateral Agent; provided, however, that the Resigning Agent shall continue to act as Administrative Agent solely for the purpose of receiving and distributing to the Lenders and Issuing Banks (as applicable) interest and fees to the extent provided in Section 6(a) below.

2. Resigning Agent Continuing Benefit. Notwithstanding the resignation of the Resigning Agent as Administrative Agent and Collateral Agent, the Borrowers agree that the provisions of Articles 9 and 10.03 of the Credit Agreement and any other provisions of the Credit Agreement or any other Loan Document regarding payment of costs and expenses and indemnification of the Administrative Agent or the Collateral Agent, together with any provision of any Loan Document that shall accrue to the benefit of any retiring or resigning Agent, shall continue to inure to the benefit of the Resigning Agent on and following the Succession Effective Date with respect to actions of the Resigning Agent taken (1) on or prior to the Succession Effective Date, and (2) subsequent to the Succession Effective Date pursuant to this Successor Agent Agreement or the Loan Documents.

3. Acceptance of Appointment. The Successor Agent hereby accepts its appointment as successor Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents, and from and after such date the Successor Agent shall be vested with all the rights, powers, discretion, privileges, obligations and duties of the Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Loan Documents all of which the Successor Agent hereby assumes from and after the Succession Effective Date.

4. No Representations. This Successor Agent Agreement is hereby made without representation or warranty of any kind, nature or description on the part of any party hereto (except in the case of the Borrowers as set forth in Section 8); provided that the foregoing shall not affect any of the covenants or agreements contained in the other paragraphs hereof. Without limiting the generality of the foregoing, the Successor Agent acknowledges that the Resigning Agent has not made any representation or warranty as to the financial condition of the Borrowers and the Guarantors or the value, collectibility or realizability of any Collateral or any Obligations or as to the legality, validity, enforceability, perfection or priority of any Obligations or Collateral. The Successor Agent acknowledges that it has made, to the extent determined by it to be necessary or prudent, its own independent investigation and determination of the foregoing matters and all other matters pertaining to its appointment as Administrative Agent and Collateral Agent hereunder.

5. Covenants of the Resigning Agent. The Resigning Agent covenants and agrees that it will, at the Borrowers' sole expense, use its commercially reasonable efforts to execute and deliver all documents and instruments reasonably necessary to evidence the transfer of roles of Administrative Agent and Collateral Agent to the Successor Agent as contemplated hereby, including but not limited to the following (but in each case solely to the extent such documents or instruments are in the Resigning Agent's possession):

(a) to the extent the Successor Agent reasonably deems it is necessary to have such an executed original in its possession, deliver, or cause to be delivered, executed originals of the Credit Agreement and the other Loan Documents,

(b) deliver, or cause to be delivered, promptly to the Successor Agent all Collateral in the possession of the Resigning Agent, if any (except the Credit-Linked Deposit Account to the extent set forth in Section 6(d) below),

(c) deliver, or cause to be delivered, promptly to the Successor Agent copies of all UCC financing statements, mortgages, filings with the United States Patent and Trademark Office in the United States Copyright Office and other filings, registrations, recordings, consents and notices creating or perfecting the Liens on the Collateral,

(d) promptly make, or will cause to be made, all reasonably requested filings and take all other actions reasonably requested that are reasonably necessary or desirable to maintain the validity, perfection and priority of the Liens on the Collateral in favor of the Successor Agent for the benefit of the Secured Parties,

(e) provide copies of all insurance documentation it has relating to the Collateral to the Successor Agent (and the Borrowers will deliver, or will cause to be delivered, to the Successor Agent insurance certificates naming the Successor Agent as loss payee or additional insured, as appropriate, in respect of all insurance policies required to be maintained by the Loan Documents),

(f) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Loan Documents to the Successor Agent, including, without limitation, the execution, delivery and filing of any financing statements, assignments, conveyances or any other documents reasonably necessary or desirable to transfer such rights and privileges of the Resigning Agent to the Successor Agent, and

(g) take all actions reasonably requested by the Successor Agent or its representatives to facilitate the transfer of information to the Successor Agent in connection with the Loan Documents.

Notwithstanding anything to the contrary contained in this Successor Agent Agreement, the Resigning Agent will have no obligation to deliver any commitment, fee or engagement letter between the Resigning Agent (or any of the Resigning Agent's affiliates) and any of the Loan Parties, or any other document or instrument (other than the Register or any Loan Document (other than the Fee Letter)) that is covered by a confidentiality arrangement that by the terms of which do not allow it to be disclosed to the Successor Agent.

Notwithstanding anything to the contrary contained in this Successor Agent Agreement, until such time as all Collateral held by the Resigning Agent has been assigned or otherwise transferred to the Successor Agent, the Resigning Agent shall continue to hold any Collateral that remains in its possession as a sub-Collateral Agent in accordance with the terms of the Loan Documents. The Successor Agent hereby appoints the Resigning Agent to act as a sub-Collateral Agent with respect to any such Collateral until such Collateral has been assigned or otherwise transferred to the Successor Agent. The Resigning Agent shall be entitled to all the benefits, indemnities and exculpations afforded a Collateral Agent under the Loan Documents with respect to all actions taken or omitted to be taken in its capacity as a sub-Collateral Agent.

Notwithstanding anything to the contrary set forth herein or in any Loan Document, the only responsibility of the Resigning Agent under the Loan Documents shall be maintaining the perfection and priority of the Liens in the Collateral only, and shall be limited as fol-

lows: (i) to be named as the secured party under the Loan Documents and UCC filings, (ii) to furnish upon written request of the Successor Agent any documentation maintained by the Resigning Agent in such capacity and (iii) to exercise any rights and remedies as secured party in accordance with the Loan Documents in accordance with written directions from the Successor Agent (to the extent such directions are in accordance with the Loan Documents). In furtherance of the foregoing, it is understood and agreed that the Resigning Agent shall not be required to take any action or exercise any right, power or privilege (including, without limitation, the exercise of any rights or remedies under the Loan Documents) under the Loan Documents unless expressly requested in writing by the Successor Agent and then only to the extent otherwise required herein and in accordance with the Loan Documents. In connection with any act or omission taken pursuant to this Section 5: (i) the Resigning Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by someone whom it reasonably believes to be the proper person, (ii) the Resigning Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon and (iii) the Resigning Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. It is further agreed that none of the Resigning Agent or any of its Affiliates shall be required to make any representation or warranty in any of the documents it delivers or executes pursuant to this Section 5.

The Borrowers hereby consent to all actions taken by the Resigning Agent and the Successor Agent pursuant to this Section 5.

6. Interest and Fees.

(a) The Resigning Agent, in its capacity as Administrative Agent, shall disburse to the Lenders and the Issuing Banks (as applicable) their respective shares of all interest and fees received from any Loan Party in respect of the Obligations prior to the Succession Effective Date in accordance with the Credit Agreement. On and after the Succession Effective Date, the Successor Agent shall disburse such interest and fees so received from any Loan Party to the Lenders and the Issuing Banks in accordance with the Credit Agreement. In the event that after the Succession Effective Date, except as set forth in clause (d) below, the Resigning Agent receives any amounts paid by or on behalf of any Loan Party in respect of Obligations under the Loan Documents that were intended to be received by the Administrative Agent or the Collateral Agent, the Resigning Agent shall receive such amounts in trust for the benefit of the Successor Agent and the Lenders and shall, on and after the Succession Effective Date, promptly remit all such amounts to the Successor Agent.

(b) The Borrowers shall pay (i) on the Succession Effective Date, to the Resigning Agent its accrued and unpaid fees, costs and expenses (including without limitation legal expenses) pertaining to its roles as Administrative Agent and Collateral Agent and (ii) on the date of this Successor Agent Agreement, to the Successor Agent the fees and expenses agreed between the Borrowers and the Successor Agent to be paid as of such date.

(c) Each of the parties hereto hereby agrees that neither the Resigning Agent nor any of its Affiliates shall be under any obligation to share, rebate, disgorge or refund any fees or expense reimbursement it has received or is entitled to receive under the Loan Documents (or this Successor Agent Agreement) or any other agreement; provided, that for the avoidance of doubt, the foregoing should not apply to any fees or expense reimbursement that are paid to the Resigning Agent more than once in error if such fees or expense reimbursement are not otherwise required to be paid more than once.

(d) Notwithstanding the foregoing, it is understood and agreed that the currently effective Interest Period relating to the Credit-Linked Deposits and the Loans ends on December 31, 2008. In that connection, it is agreed that, to the extent (i) such Credit-Linked Deposits are not reduced, terminated or applied to an unreimbursed LC Disbursement or the current Interest Period applicable thereto is not otherwise terminated and (ii) such Loans are not converted into ABR Loans, repaid or prepaid or the current Interest Period applicable thereto is not otherwise terminated, as the case may be, the Resigning Agent shall remain Administrative Agent solely in order to, and solely to the extent necessary to, disburse to (x) the Lenders their proportionate share of any interest actually received by the Resigning Agent from any Loan Party on or prior to December 31, 2008 relating to accrued and unpaid interest on the Loans having an Interest Period ending on December 31, 2008, (y) the LC Lenders on December 31, 2008 their proportionate share of any accrued and unpaid interest actually received by the Resigning Agent on the Credit-Linked Deposits pursuant to Section 2.17(c) of the Credit Agreement in respect of Credit-Linked Deposits having an Interest Period ending on December 31, 2008 and (z) the LC Lenders their proportionate share of any LC Facility Fees due on December 31, 2008, to the extent actually received by the Resigning Agent from the Loan Parties. In connection with the foregoing, the Resigning Agent shall also retain possession of the Credit-Linked Deposit Account through and including December 31, 2008 and shall be deemed to be the "Administrative Agent" for purposes of maintaining such account, making disbursements therefrom and accepting reimbursements thereto through and including December 31, 2008. It is understood and agreed that the Resigning Agent shall have no obligation to disburse the amounts referred to in clause (x), (y) or (z) of this clause (d) except to the extent such amounts are received by the Resigning Agent from the Loan Parties (in the case of such clauses (x) and (z)) or received by the Resigning Agent from investing the Credit-Linked Deposits (in the case of such clause (y)). The roles that the Resigning Agent shall maintain pursuant to this clause (d) shall not affect its resignation in any other respect and the Resigning Agent shall not perform such roles following December 31, 2008. The Loan Parties agree to make payments of interest and fees to the Resigning Agent rather than the Successor Agent on or before December 31, 2008 to the extent necessary in order to effectuate the foregoing. In addition, on and prior to December 31, 2008, the Loan Parties agree to deliver to both the Resigning Agent and the Successor Agent all notices required under the Loan Documents relating to any reduction or termination of any Credit-Linked Deposits, any repayment or prepayment of any Loans (other than pursuant to Section 2.09 of the Credit Agreement) or any termination of any Interest Period, in each case, as if both the Resigning Agent and the Successor Agent were the "Administrative Agent" under the Loan Documents.

7. Notices.

All notices that are to be sent to the Administrative Agent or Collateral Agent pursuant to Section 10.01 of the Credit Agreement shall, except as otherwise set forth herein, be as follows:

Wells Fargo Bank, N.A.  
45 Broadway, 14th Floor  
New York, NY 10006  
Attn: Alfia Monastra, Vice President  
Telephone: (212) 515-5267  
Email: [alfia.monastra@wellsfargo.com](mailto:alfia.monastra@wellsfargo.com)

With a copy to:

Paul, Hastings, Janofsky & Walker LLP  
Park Avenue Tower  
75 E. 55th Street, First Floor  
New York, NY 10022  
Attn: Luc A. Despina  
Fax: (212) 230-7771

provided, however, that all notices required to be sent to the Resigning Agent pursuant to its role as set forth in this Successor Agent Agreement or in its capacity as a resigning or retiring agent shall be sent to the addresses set forth in Section 10.01 of the Credit Agreement as in effect on the Restatement Effective Date.

8. Borrowers. The Borrowers hereby represent and warrant that they are duly authorized to execute and perform their obligations under this Successor Agent Agreement and that such execution is not prohibited by law. The Parent acknowledges that it has been consulted regarding the appointment of the Successor Agent.

9. Counterparts. This Successor Agent Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Successor Agent Agreement by facsimile or Adobe pdf file and such facsimile or Adobe pdf file signatures shall be deemed to be the same as original signatures.

10. Section Titles. The section titles contained in this Successor Agent Agreement are and shall be without substance, meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

11. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

12. Submission to Jurisdiction. Each party hereto hereby irrevocably and unconditionally:



(a) submits for itself and its property in any legal action or proceeding relating to this Successor Agent Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement as in effect on the date hereof (except that in the case of service of process to Wells Fargo, the relevant address for such service of process shall be: 45 Broadway, 14th Floor New York, New York, 10006 Attention of Corporate Trust Services, with a copy to Paul, Hastings, Janofsky & Walker LLP, 75 E. 55th Street, First Floor, New York, New York 10022, Attention of Luc A. Despins) or at such other address of which the parties hereto shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

13. Governing Law. This Successor Agent Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of New York.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereto have, executed this Successor Agent Agreement as of the date first above written.

WELLS FARGO BANK, N.A.

By: Alfia Monastra  
Name: Alfia Monastra  
Title: Vice President

[Signature Page to Successor Agent Agreement]

11/25/2008 11:54AM

**TRADEMARK**  
**REEL: 003906 FRAME: 0897**

IN WITNESS WHEREOF, the parties hereto have, executed this Successor Agent Agreement as of the date first above written.

WELLS FARGO BANK, N.A.

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

UBS AG, STAMFORD BRANCH

By: Mary E. Evans \_\_\_\_\_  
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services, US

By: Irja R. Otsa \_\_\_\_\_  
Name: Irja R. Otsa  
Title: Associate Director  
Banking Products  
Services, US

BEARINGPOINT, INC.

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

BEARINGPOINT, LLC

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

IN WITNESS WHEREOF, the parties hereto have, executed this Successor Agent Agreement as of the date first above written.

WELLS FARGO BANK, N.A.

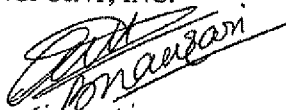
By: \_\_\_\_\_  
Name:  
Title:

UBS AG, STAMFORD BRANCH

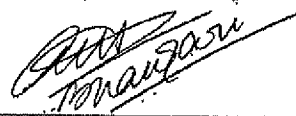
By: \_\_\_\_\_  
Name:  
Title:

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

BEARINGPOINT, INC.

By:   
Name: Ankur Bhandari  
Title: Treasurer

BEARINGPOINT, LLC

By:   
Name: Ankur Bhandari  
Title: Treasurer

**TRADEMARK**  
**REEL: 003906 FRAME: 0900**

**Trademark Security Agreement**

**Trademark 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 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 Trademarks. 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) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (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 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 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 Trademarks listed on Schedule I hereto, and associated Goodwill, 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 Trademarks under this Trademark Security Agreement and all associated Goodwill and

(ii) in the case of any such release, the Trademarks and associated Goodwill as to which such release has occurred.

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.

[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,

BEARINGPOINT, INC.


By:   
Name: Didi A. Ethell  
Title: Chief Financial Officer

[Trademark Security Agreement]

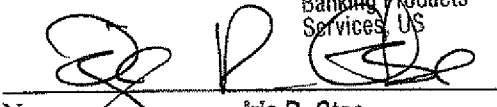


Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: 

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

By: 

Name: Irja R. Otsa  
Title: Associate Director  
Banking Products  
Services, US

[TRADEMARK SECURITY AGREEMENT]

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

**Trademark Registrations:**

<b>Trademark</b>	<b>Record Owner</b>	<b>Registration Number(s)</b>
R2i	BearingPoint, Inc.	2,547,347 2,540,419 2,576,004
R2i Rapid Return on Investment and Design	BearingPoint, Inc.	2,638,926 2,642,270
Configure to Fit	BearingPoint, Inc.	2552437 2,552,436
CTF	BearingPoint, Inc.	2552438 2,510,445
CTF Configure to Fit and Design	BearingPoint, Inc.	2,547,345 2,547,346
Metrius	BearingPoint, Inc.	2,636,000
Path to Convergence	BearingPoint, Inc.	2,634,870
PMOnline	BearingPoint, Inc.	2,880,472 2,883,360
Point	BearingPoint, Inc.	2,749,423 2,567,478
Quickscan	BearingPoint, Inc.	2,585,871

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

**Trademark Registrations:**

<b>Trademark</b>	<b>Record Owner</b>	<b>Registration Number(s)</b>
R2i	BearingPoint, Inc.	2,547,347 2,540,419 2,576,004
R2i Rapid Return on Investment and Design	BearingPoint, Inc.	2,638,926 2,642,270
Configure to Fit	BearingPoint, Inc.	2552437 2,552,436
CTF	BearingPoint, Inc.	2552438 2,510,445
CTF Configure to Fit and Design	BearingPoint, Inc.	2,547,345 2,547,346
Metrius	BearingPoint, Inc.	2,636,000
Path to Convergence	BearingPoint, Inc.	2,634,870
PMOnline	BearingPoint, Inc.	2,880,472 2,883,360
Point	BearingPoint, Inc.	2,749,423 2,567,478
Quickscan	BearingPoint, Inc.	2,585,871