

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		12/30/2010	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Keane, Inc.		
Street Address:	100 City Square		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02129		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77880236	K KEANE	
Serial Number:	77880227	K KEANE	
Serial Number:	77880231	K KEANE	
Serial Number:	77880233	K	
Serial Number:	77880225	K	
Serial Number:	77880228	K	
CORRESPONDENCE DATA			
Fax Number:	(212)225-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212/225-2192		
Email:	acarew-watts@cgsh.com		
Correspondent Name:	Antonia Carew-Watts		
Address Line 1:	One Liberty Plaza		
Address Line 2:	Cleary Gottlieb Steen & Hamilton LLP		
Address Line 4:	New York, NEW YORK 10006		

OP \$165.00 77880236

ATTORNEY DOCKET NUMBER:	29969-110
NAME OF SUBMITTER:	Antonia Carew-Watts
Signature:	/Antonia Carew-Watts/
Date:	01/13/2011
Total Attachments: 5 source=Keane Inc. Trademark (Mar 2010) Release Execution#page1.tif source=Keane Inc. Trademark (Mar 2010) Release Execution#page2.tif source=Keane Inc. Trademark (Mar 2010) Release Execution#page3.tif source=Keane Inc. Trademark (Mar 2010) Release Execution#page4.tif source=Keane Inc. Trademark (Mar 2010) Release Execution#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (“**Release**”) is granted as of December 30, 2010 by UBS AG, Stamford Branch, in its capacity as Collateral Agent pursuant to the Credit Agreement (defined below), a Swiss corporation with principal offices at 677 Washington Blvd. Stamford, Connecticut 06901 (“**Assignor**”), in favor of Keane, Inc., a Massachusetts corporation with principal offices at 100 City Square Boston, Massachusetts 02129 (“**Assignee**”) with respect to the Trademark Collateral (defined below).

WHEREAS, Keane International, Inc., (f/k/a Caritor, Inc.) a California corporation (the “**Company**”) entered into a Credit Agreement dated as of June 4, 2007 (said Credit Agreement, as it may theretofore have been and as it may thereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and UBS AG, Stamford Branch, as Collateral Agent (in such capacity, the Secured Party), and Administrative Agent for the Lenders pursuant to which Lenders made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Company; and

WHEREAS, the Company may from time to time have entered into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Assignee has executed and delivered that certain Guarantee Agreement dated as of June 4, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee**”) in favor of Assignor for the benefit of Lenders and any Swap Counterparties, pursuant to which Assignee had guaranteed the prompt payment and performance when due of all obligations of the Company under the Credit Agreement and other Loan Documents and all obligations of the Company under the Lender Swap Agreements, including, without limitation, the obligation of the Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of June 4, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms not otherwise defined herein have the meanings given to them in the Security Agreement), and among Assignee, Assignor, and the other parties named therein, Assignee created in favor of Assignor a security interest in, and Assignor became a secured creditor with respect to the Trademark Collateral (defined below); and

WHEREAS, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Assignee to Assignor pursuant to the Security

Agreement, Assignor and Assignee entered into that certain Grant of Trademark Security Interest, dated as of March 31, 2010 (the “**Trademark Security Agreement**”)

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 14, 2010 at Trademark Reel 4185, Frame 0884;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee granted to Assignor for the benefit of the Secured Parties a security interest in all of Assignee’s right, title and interest in and to the following:

- (i) Trademarks, including, without limitation, the Trademarks set forth on Schedule A annexed hereto;
- (ii) all Goodwill associated with such Trademarks; and
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademarks and Goodwill, including, without limitation, all payments under insurance (whether or not Assignor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss of or damage to, infringement of rights in, or otherwise with respect to any of the foregoing Trademarks and Goodwill; rights arising out of the Trademarks and Goodwill; and claims arising out of the loss of or damage to, infringement of rights in, or otherwise with respect to any of the foregoing Trademarks and Goodwill. For purposes of this the Security Agreement and this Release, the term “**proceeds**” includes whatever is receivable or received when the Trademarks and Goodwill are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

in each case whether then or thereafter existing, whether then owned or thereafter acquired and wherever the same may be located (collectively, the “**Trademark Collateral**”); and

WHEREAS, Assignor desires to terminate and release its security interests, and any other lien, it has in the Trademark Collateral and to assign all right, title and interest it may have in and to the Trademark Collateral to Assignee;

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

Assignor hereby absolutely, unconditionally and irrevocably terminates, releases and forever discharges fully its lien on, and security interest in and to, all of the right, title and interest of the Assignee in, to and under the Trademark Collateral, including but not limited to the Trademarks listed on Schedule A hereto, that were granted under the Security Agreement and Trademark Security Agreement and any and all other security interests or liens that Assignor or its predecessors, successors or assigns may have in or to the Trademark Collateral. Assignor hereby reassigns and transfers to Assignee any and all right, title and interest that Assignor, its

predecessors, successors or assigns may have in the Trademark Collateral, together with the Goodwill connected with the use of and symbolized by the Trademark Collateral. Assignor acknowledges and agrees that the Security Agreement and Trademark Security Agreement have been terminated (other than any obligations of the Assignee that arise under Section 11.13 of the Security Agreement that survive termination of this Agreement, the Credit Agreement and the other Loan Documents).

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral. Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademark Collateral.

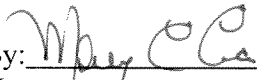

This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

The provisions of Section 11.7 of the Security Agreement are hereby incorporated by reference.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


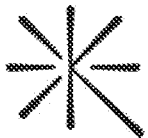
UBS AG, Stamford Branch, as Collateral Agent

By:		
Name:	Mary E. Evans	Irja B. Otsa
Title:	Associate Director Banking Products Services, US	Associate Director Banking Products Services, US

[Signature Page to Keane Trademark Release/March 2010 Assignment]

Schedule A

Trademark Applications:

Trademark	Record Owner	Int'l Class	Serial Number	Filing date
	Keane, Inc.	9	77/8802 36	11/24/ 2009
		35	77/8802 27	
		42	77/8802 31	
	Keane, Inc.	9	77/8802 33	11/24/ 2009
		35	77/8802 25	
		42	77/8802 28	