

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AlixPartners, LLP		06/29/2012	LIMITED LIABILITY PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2764460	ALIXPARTNERS	
Registration Number:	2769352	ALIXPARTNERS	
Registration Number:	3686770	ALIXPARTNERS WHEN IT REALLY MATTERS	
Registration Number:	3001404	CHANGE THE OUTCOME.	
Registration Number:	2651668	QUICKSTRIKE	
Registration Number:	3719177	WHEN IT REALLY MATTERS	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent and Trademark Department		

OP \$165.00 2764460

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

1111779-2273-ALIXPARTNERS

NAME OF SUBMITTER:

Andrew Fessak

Signature:

/Andrew Fessak/

Date:

07/02/2012

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Second Lien Trademark Security Agreement”) dated June 29, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch, as collateral agent (the “Second Lien Collateral Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of June 29, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among Alix Merger Sub, LLP, a Delaware limited liability partnership (which on the Closing Date shall be merged with and into AlixPartners, LLP, a Delaware limited liability partnership (the “Company”), with the Company surviving such merger as the borrower (the “Borrower”), AlixPartners Holdings, LLP, a Delaware limited liability partnership (“Holdings”), AlixPartners Holdings II, LLC, a Delaware limited liability company (“Holdings II”), the Lenders and Issuers party thereto from time to time and Deutsche Bank AG New York Branch, as Second Lien Administrative Agent and Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Security Agreement dated June 29, 2012, made by the Grantors to the Second Lien Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Second Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that,

and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Second Lien Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Second Lien Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Second Lien Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.


SECTION 6. Security Agreement. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ALIXPARTNERS, LLP, Grantor

By: 
Name: Douglas Barnett
Title: Chief Financial Officer and
Chief Administrative Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 004813 FRAME: 0786

DEUTSCHE BANK AG NEW YORK
BRANCH, as Second Lien Collateral Agent and
Grantee

By: 
Name: **Erin Morrissey**
Title: **Director**

By: 
Name: **Marguerite Sutton**
Title: **Director**

SCHEDULE A

<u>Country</u>	<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
USA	AlixPartners, LLP	ALIXPARTNERS	Serial No. 78/191,508 / Filing Date 12/5/2002	Registered Renewal due 9/16/2013 Security Interest with Barclays Bank PLC**	Reg. No. 2,764,460 / Reg. Date 9/16/2003
USA	AlixPartners, LLP	<i>AlixPartners</i>	Serial No. 78/191,529 / Filing Date 12/5/2002	Registered Renewal due 9/30/2013 Security Interest with Barclays Bank PLC**	Reg. No. 2,769,352 / Reg. Date 9/30/2003
USA	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Serial No. 77/340,800 / Filing Date 11/30/2007	Registered Declaration of Use due 9/22/2015 Security Interest with Barclays Bank PLC*	Reg. No. 3,686,770 / Reg. Date 9/22/2009
USA	AlixPartners, LLP	CHANGE THE OUTCOME.	Serial No. 78/434,745 / Filing Date 6/14/2004	Lapsed Declaration of Use was due 9/27/2011; grace period ends 3/27/2012 Security Interest with Barclays Bank PLC**	Reg. No. 3,001,404 / Reg. Date 9/27/2005
USA	AlixPartners, LLP	QUICKSTRIKE	Serial No. 76/313,480 / Filing Date 9/17/2001	Registered Renewal due 11/19/2012 Security Interest with Barclays Bank PLC**	Reg. No. 2,651,668 / Reg. Date 11/19/2002
USA	AlixPartners, LLP	WHEN IT REALLY MATTERS	Serial No. 77/340,810 / Filing Date 11/30/2007	Registered Declaration of Use due 12/1/2015 Security Interest with Barclays Bank PLC*	Reg. No. 3,719,177 / Reg. Date 12/1/2009

<u>Country</u>	<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Australia	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 1083978 / Filing Date 11/2/2005	Registered Renewal due 11/2/2015	Reg. No. 1083978 / Reg. Date 11/2/2005
Brazil	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 825910676 / Filing Date 10/31/2003	Registered Renewal due 7/3/2017	Reg. No. 825910676 / Reg. Date 7/3/2007
Brazil	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 825910684 / Filing Date 10/31/2003	Registered Renewal due 7/3/2017	Reg. No. 825910684 / Reg. Date 7/3/2007
Brazil	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 825910692 / Filing Date 10/31/2003	Registered Renewal due 7/3/2017	Reg. No. 825910692 / Reg. Date 7/3/2007
Canada	AlixPartners, LLP	ALIXPARTNE RS WHEN IT REALLY MATTERS	Appl. No. 1400802 / Filing Date 6/25/2008	Registered Renewal due 1/27/2025	Reg. No. TMA758118 / Reg. Date 1/27/2010
Chile	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 629439 / Filing Date 11/26/2003	Registered Renewal due 8/2/2014	Reg. No. 699594 / Reg. Date 8/2/2004
Chile	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 629438 / Filing Date 11/26/2003	Registered Renewal due 8/2/2014	Reg. No. 699593 / Reg. Date 8/2/2004
Chile	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 629442 / Filing Date 11/26/2003	Registered Renewal due 8/2/2014	Reg. No. 699595 / Reg. Date 8/2/2004
China	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 3797044 / Filing Date 11/13/2003	Registered Renewal due 2/27/2016	Reg. No. 3797044 / Reg. Date 2/28/2006
China	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 3797043 / Filing Date 11/13/2003	Registered Renewal due 4/6/2016	Reg. No. 3797043 / Reg. Date 4/7/2006
China	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 3797042 / Filing Date 11/13/2003	Registered Renewal due 4/6/2016	Reg. No. 3797042 / Reg. Date 4/7/2006
China	AlixPartners, LLP	ALIXPARTNE RS (Chinese Characters)	Appl. No. 7165465 / Filing Date 1/14/2009	Registered Renewal due 9/6/2020	Reg. No. 7165465 / Reg. Date 9/7/2010

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China	AlixPartners, LLP	ALIXPARTNERS (Chinese Characters)	Appl. No. 7165466 / Filing Date 1/14/2009	Registered Renewal due 9/20/2020	Reg. No. 7165466 / Reg. Date 9/21/2010
China	AlixPartners, LLP	ALIXPARTNERS (Chinese Characters)	Appl. No. 7165467 / Filing Date 1/14/2009	Registered Renewal due 9/6/2020	Reg. No. 7165467 / Reg. Date 9/7/2010
China	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 6809206 / Filing Date 6/27/2008	Registered Renewal due 7/20/2020	Reg. No. 6809206 / Reg. Date 7/21/2010
China	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 6809207 / Filing Date 6/27/2008	Registered Renewal due 4/27/2020	Reg. No. 6809207 / Reg. Date 4/28/2010
China	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 6809208 / Filing Date 6/27/2008	Registered Renewal due 12/20/2020	Reg. No. 6809208 / Reg. Date 12/21/2010
China	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 6809205 / Filing Date 6/27/2008	Registered Renewal due 5/20/2020	Reg. No. 6809205 / Reg. Date 5/21/2010
Colombia	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 0395855 / Filing Date 10/28/2003	Registered Renewal due 9/9/2014	Reg. No. 287581 / Reg. Date 9/9/2004
Colombia	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 0395851 / Filing Date 10/28/2003	Registered Renewal due 9/9/2014	Reg. No. 287579 / Reg. Date 9/9/2004
Colombia	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 0395853 / Filing Date 10/28/2003	Registered Renewal due 9/9/2014	Reg. No. 287580 / Reg. Date 9/9/2004
Ecuador	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 139016 / Filing Date 11/10/2003	Registered Renewal due 06/22/2014	Reg. No. 10404 / Reg. Date 6/22/2004
Ecuador	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 139017 / Filing Date 11/10/2003	Registered Renewal due 06/22/14	Reg. No. 10405 / Reg. Date 6/22/2004
Ecuador	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 139015 / Filing Date 11/10/2003	Registered Renewal due 06/22/14	Reg. No. 10403 / Reg. Date 6/22/2004

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European Community	AlixPartners, LLP	ALIXCAPITAL	Appl. No. 003999984 / Filing Date 8/27/2004	Registered Renewal due 8/27/2014	Reg. No. 003999984 / Reg. Date 10/18/2005
European Community	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 003517307 / Filing Date 10/31/2003	Registered Renewal due 10/31/2013	Reg. No. 003517307 / Reg. Date 5/18/2005
European Community	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 007014467 / Filing Date 6/24/2008	Registered Renewal due 6/24/2018	Reg. No. 007014467 / Reg. Date 6/23/2009
European Community	AlixPartners, LLP	THE INDUSTRY STANDARD	Appl. No. 003908811 / Filing Date 7/5/2004	Registered Renewal due 7/5/2014	Reg. No. 003908811 / Reg. Date 12/7/2005
Hong Kong	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 300106253 / Filing Date 11/5/2003	Registered Renewal due 11/4/2013	Reg. No. 300106253 / Reg. Date 4/6/2004
Hong Kong	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 301227834 / Filing Date 10/27/2008	Registered Renewal due 10/26/2018	Reg. No. 301227834 / Reg. Date 4/15/2009
India	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 1680830 / Filing Date 4/25/2008	Registered Renewal due 4/25/2018	Reg. No. 1680830 / Reg. Date 4/12/2010
India	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 1705698 / Filing Date 7/1/2008	Registered Renewal due 7/1/2018	Reg. No. 1705698 / Reg. Date 5/20/2010
Japan	AlixPartners, LLP	ALIXCAPITAL	Appl. No. 2004-079746 / Filing Date 8/30/2004	Registered Renewal due 4/8/2015	Reg. No. 4855466 / Reg. Date 4/8/2005
Japan	AlixPartners, LLP	ALIXCAPITAL	Appl. No. 2004-079747 / Filing Date 8/30/2004	Registered Renewal due 4/8/2015	Reg. No. 4855467 / Reg. Date 4/8/2005

<u>Country</u>	<u>Borrower/Loan Party</u>	<u>Title</u>	<u>Application No./ Application Date</u>	<u>Status</u>	<u>Registration No./ Registration Date</u>
Japan	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 2002-103503 / Filing Date 12/6/2002	Registered Renewal due 8/1/2013	Reg. No. 4697420 / Reg. Date 8/1/2003
Japan	AlixPartners, LLP	<i>AlixPartners</i>	Appl. No. 2002-103504 / Filing Date 12/6/2002	Registered Renewal due 3/5/2014	Reg. No. 4753516 / Reg. Date 3/5/2004
Japan	AlixPartners, LLP	<i>AlixPartners</i>	Appl. No. 2003-101319 / Filing Date 11/14/2003	Registered Renewal due 1/14/2015	Reg. No. 4832686 / Reg. Date 1/14/2005
Japan	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 2008-050506 / Filing Date 6/25/2008	Registered Renewal due 7/17/2019	Reg. No. 5248884 / Reg. Date 7/17/2009
Japan	AlixPartners, LLP	CHANGE THE OUTCOME	Appl. No. 2004-064251 / Filing Date 7/12/2004	Registered Renewal due 6/17/2015	Reg. No. 4872704 / Reg. Date 6/17/2005
Japan	AlixPartners, LLP	CHANGE THE OUTCOME	Appl. No. 2004-064252 / Filing Date 7/12/2004	Registered Renewal due 3/11/2015	Reg. No. 4845785 / Reg. Date 3/11/2005
Japan	AlixPartners, LLP	CHANGE THE OUTCOME	Appl. No. 2004-064253 / Filing Date 7/12/2004	Registered Renewal due 6/17/2015	Reg. No. 4872705 / Reg. Date 6/17/2005
Japan	AlixPartners, LLP	THE INDUSTRY STANDARD	Appl. No. 2004-064255 / Filing Date 7/12/2004	Registered Renewal due 3/11/2015	Reg. No. 4845786 / Reg. Date 3/11/2005
Japan	AlixPartners, LLP	THE INDUSTRY STANDARD	Appl. No. 2004-064256 / Filing Date 7/12/2004	Registered Renewal due 8/12/2015	Reg. No. 4886730 / Reg. Date 8/12/2005
New Zealand	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 738100 / Filing Date 11/2/2005	Registered Renewal due 11/2/2015	Reg. No. 738100 / Reg. Date 5/4/2006

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Paraguay	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 328044 / Filing Date 10/30/2003	Registered Renewal due 6/2/2014	Reg. No. 268378 / Reg. Date 10/17/2007
Paraguay	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 328048 / Filing Date 10/30/2003	Registered Renewal due 6/2/2014	Reg. No. 268380 / Reg. Date 10/17/2007
Paraguay	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 328047 / Filing Date 10/30/2003	Registered Renewal due 6/2/2014	Reg. No. 268379 / Reg. Date 10/17/2007
Paraguay	AlixPartners, LLP	JTEKT	Appl. No. 534928 / Filing Date 11/11/2005	Registered Renewal due 7/6/2016	Reg. No. 290638 / Reg. Date 2/28/2007
Paraguay	AlixPartners, LLP	JTEKT	Appl. No. 534925 / Filing Date 11/11/2005	Registered Renewal due 7/6/2016	Reg. No. 290637 / Reg. Date 2/28/2007
Peru	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 335356-2007 / Filing Date 10/31/2003	Registered Renewal due 6/3/2014	Reg. No. S00035465 / Reg. Date 6/3/2004
Peru	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 335357-2007 / Filing Date 10/31/2003	Registered Renewal due 6/3/2014	Reg. No. S00035466 / Reg. Date 6/3/2004
Peru	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 335358-2007 / Filing Date 10/31/2003	Registered Renewal due 6/3/2014	Reg. No. S00035467 / Reg. Date 6/3/2004
Sweden	AlixPartners, LLP	ALIXPARTNE RS WHEN IT REALLY MATTERS	Appl. No. 2008/09802 / Filing Date 10/27/2008	Registered Renewal due 5/29/2019	Reg. No. 403965 / Reg. Date 5/29/2009
Switzerland	AlixPartners, LLP	ALIXPARTNE RS	Appl. No. 55394/2008 / Filing Date 4/25/2008	Registered Renewal due 4/25/2018	Reg. No. 575947 / Reg. Date 8/29/2008

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Switzerland	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 57949/2008 / Filing Date 6/24/2008	Registered Renewal due 6/24/2018	Reg. No. 578651 / Reg. Date 10/29/2008
UAE	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 146641 / Filing Date 9/1/2010	Registered Renewal due 09/01/2020	Reg. No. 156756 / Reg. Date 10/16/2011
UAE	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 146642 / Filing Date 9/1/2010	Pending Records unavailable	Pending
UAE	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 146643 / Filing Date 9/1/2010	Registered Renewal due 09/01/2020	Reg. No. 156596 / Reg. Date 10/16/2011
UAE	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 124563 / Filing Date 1/8/2009	Registered Renewal due 01/08/2019	Reg. No. 153118 / Reg. Date 09/26/2011
UAE	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 124564 / Filing Date 1/8/2009	Registered Renewal due 01/08/2019	Reg. No. 162563 / Reg. Date 01/08/2012
UAE	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 124565 / Filing Date 1/8/2009	Registered Renewal due 01/08/2019	Reg. No. 133924 / Reg. Date 03/09/2011
UAE	AlixPartners, LLP	ALIXPARTNERS WHEN IT REALLY MATTERS	Appl. No. 124566 / Filing Date 1/8/2009	Registered Renewal due 01/08/2019	Reg. No. 133925 / Reg. Date 03/09/2011
Uruguay	AlixPartners, LLP	ALIXPARTNERS	Appl. No. 350873 / Filing Date 10/29/2003	Registered Renewal due 6/7/2014	Reg. No. 350873 / Reg. Date 6/7/2004