

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 6)*

TransDigm Group Incorporated

(Name of Issuer)

Common Stock, \$0.01 Par Value

(Title of Class of Securities)

893641 10 0

(CUSIP Number)

Scott A. Arenare, Esq.
Managing Director and General Counsel
Warburg Pincus LLC
466 Lexington Avenue
New York, New York 10017
(212) 878-0600

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

Copies to:

Steven J. Gartner, Esq.
Cristopher Greer, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
(212) 728-8000

March 23, 2009

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 893641 10 0

1 Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (entities only)
TD Group Holdings, LLC
I.R.S. #51-0592349

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3 SEC Use Only

4 Source of Funds (See Instructions)
N/A

5 Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
Delaware

7 Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
7,332,018

9 Sole Dispositive Power
-0-

10 Shared Dispositive Power
7,332,018

11 Aggregate Amount Beneficially Owned by Each Reporting Person
7,332,018

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
15.2%

14 Type of Reporting Person (See Instructions)
OO

CUSIP No. 893641 10 0

1 Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (entities only)
Warburg Pincus Private Equity VIII, L.P.
I.R.S. #13-4161869

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) x

3 SEC Use Only

4 Source of Funds (See Instructions)
N/A

5 Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) o

6 Citizenship or Place of Organization
Delaware

7 Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
7,332,018

9 Sole Dispositive Power
-0-

10 Shared Dispositive Power
7,332,018

11 Aggregate Amount Beneficially Owned by Each Reporting Person
7,332,018

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13 Percent of Class Represented by Amount in Row (11)
15.2%

14 Type of Reporting Person (See Instructions)
PN

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) x

3 SEC Use Only

4 Source of Funds (See Instructions)
N/A

5 Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) o

6 Citizenship or Place of Organization
New York

7 Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
7,332,018

9 Sole Dispositive Power
-0-

10 Shared Dispositive Power
7,332,018

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12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13 Percent of Class Represented by Amount in Row (11)
15.2%

14 Type of Reporting Person (See Instructions)
PN

1 Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (entities only)
Warburg Pincus LLC
I.R.S. #13-3536050

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3 SEC Use Only

4 Source of Funds (See Instructions)
N/A

5 Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
New York

7 Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
7,332,018

9 Sole Dispositive Power
-0-

10 Shared Dispositive Power
7,332,018

11 Aggregate Amount Beneficially Owned by Each Reporting Person
7,332,018

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
15.2%

14 Type of Reporting Person (See Instructions)
OO

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CUSIP No. 893641 10 0

1 Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (entities only)
Warburg Pincus Partners, LLC
I.R.S. #13-4069737

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3 SEC Use Only

4 Source of Funds (See Instructions)
N/A

5 Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
New York

7 Sole Voting Power
-0-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8 Shared Voting Power
7,332,018

9 Sole Dispositive Power
-0-

10 Shared Dispositive Power
7,332,018

11 Aggregate Amount Beneficially Owned by Each Reporting Person
7,332,018

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13 Percent of Class Represented by Amount in Row (11)
15.2%

14 Type of Reporting Person (See Instructions)
OO

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Introduction.

This Amendment No. 6 to Schedule 13D (this "Amendment") amends the Schedule 13D filed with the Securities and Exchange Commission on March 30, 2006, as amended by Amendment No. 1 thereto filed with the Securities and Exchange Commission on May 29, 2007, amended by Amendment No. 2 thereto filed with the Securities and Exchange Commission on November 29, 2007, amended by Amendment No. 3 thereto filed with the Securities and Exchange Commission on December 12, 2007, amended by Amendment No. 4 thereto filed with the Securities and Exchange Commission on May 14, 2008, and further amended by Amendment No. 5 thereto filed with the Securities and Exchange Commission on February 20, 2009 (as so amended, the "Current Schedule 13D"), on behalf of TD Group Holdings, LLC, a Delaware limited liability company ("TD LLC"), Warburg Pincus Private Equity VIII, L.P., a Delaware limited partnership (together with two affiliated entities, "WP VIII"), Warburg Pincus LLC, a New York limited liability company ("WP LLC"), Warburg Pincus & Co., a New York general partnership ("WP"), and Warburg Pincus Partners, LLC, a New York limited liability company and a subsidiary of WP ("WP Partners LLC", and together with WP VIII, WP LLC and WP, the "Warburg Pincus Reporting Persons"). Charles R. Kaye and Joseph P. Landy are each Managing General Partners of WP and Co-Presidents and Managing Members of WP LLC. This Amendment relates to the common stock, par value \$0.01 per share (the "Common Stock"), of TransDigm Group Incorporated, a Delaware corporation (the "Company").

TD LLC and the Warburg Pincus Reporting Persons (together with TD LLC, the "Reporting Persons") are making this single, joint filing because they may be deemed to

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constitute a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Unless otherwise indicated herein, each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Current Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Current Schedule 13D is hereby amended and replaced in its entirety as set forth below.

(a) Immediately following the completion of the Redemption (as hereinafter defined), each of the Reporting Persons may be deemed to beneficially own 7,332,018 shares of Common Stock, representing approximately 15.2% of the outstanding Common Stock, based on the 48,194,179 shares of Common Stock outstanding as of January 23, 2009 as reported in the Company's Form 10-Q filed on February 4, 2009.

(b) Each of the Reporting Persons may be deemed to share the power to vote or to direct the vote and to dispose or to direct the disposition of the 7,332,018 shares of Common Stock it may be deemed to beneficially own. Charles R. Kaye and Joseph P. Landy are Managing General Partners of WP and Managing Members and Co-Presidents of WP LLC and may be deemed to control the Reporting Persons. Messrs. Kaye and Landy disclaim beneficial ownership of all shares of Common Stock that may be deemed to be beneficially owned by any of the Reporting Persons. The Reporting Persons are making this single, joint filing because they may be deemed to constitute a "person" or "group" within the meaning of Section 13(d)(3) of the Exchange Act. The filing of this Schedule

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13D shall not be construed as an admission of such beneficial ownership or that the Reporting Persons constitute a person or group.

(c) Other than the Redemption, no transactions in the Common Stock were effected by any Reporting Person since the filing of the Current Schedule 13D.

(d) Except as set forth in this Item 5 and for persons referred to in Item 2, no person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock that may be deemed to be beneficially owned by the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Current Schedule 13D is hereby amended to add the following paragraph to the end thereof:

As reported in the Current Schedule 13D, immediately after the closing of the initial public offering of the Common Stock, WP VIII and certain other stockholders of the Company that co-invested in the Company along with WP VIII in 2003, contributed their shares of Common Stock to TD LLC in exchange for membership interests in TD LLC, with each such stockholder being issued a number of membership interests equal to the number of shares of Common Stock contributed to TD LLC by such stockholder. Pursuant to the Limited Liability Company Agreement of TD LLC, on the first business day following the three year anniversary of the initial public offering of the Common Stock, TD LLC is required to dissolve and distribute all shares of Common Stock held by it to its members. In lieu of the dissolution of TD LLC, on March 23, 2009, TD LLC entered into a Redemption Agreement (the

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“Redemption Agreement”) with all of its members other than WP VIII (collectively, the “Redeemed Members”). Under the Redemption Agreement, each Redeemed Member redeemed all of its membership interests in TD LLC in exchange for a number of shares of Common Stock that corresponded to such Redeemed Member’s pro rata economic interest in TD LLC (the “Redemption”). Other than the shares transferred to the Redeemed Members, neither TD LLC nor WP VIII sold or otherwise transferred any shares of Common Stock in connection with the Redemption. In addition, as a result of the Redemption, WP VIII is the sole remaining member of TD LLC. The Redeemed Members are AlpInvest Partners CS Investments 2003 C.V., AlpInvest Partners Later Stage Co-Investments Custodian II, B.V., A.S.F. Co-Investment Partners II, L.P., ML TD Holdings, LLC and Teachers Insurance and Annuity Association of America.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Current Schedule 13D is hereby amended to add the following exhibit:

Exhibit H. Redemption Agreement, dated as of March 23, 2009, by and among TD Group Holdings, LLC, AlpInvest Partners CS Investments 2003 C.V., AlpInvest Partners Later Stage Co-Investments Custodian II, B.V., A.S.F. Co-Investment Partners II, L.P., ML TD Holdings, LLC and Teachers Insurance and Annuity Association of America, and acknowledged and agreed to by Warburg Pincus Private Equity VIII, L.P.

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SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: March 24, 2009

TD GROUP HOLDINGS, LLC
By: Warburg Pincus Private Equity VIII, L.P.,
its Managing Member

By: Warburg Pincus Partners, LLC,
its General Partner

By: Warburg Pincus & Co.,
its Managing Member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: March 24, 2009

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners, LLC,
its General Partner

By: Warburg Pincus & Co., its Managing
Member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

Dated: March 24, 2009

WARBURG PINCUS & CO.

By: /s/ Scott A. Arenare

Name: Scott A. Arenare

Title: Partner

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Dated: March 24, 2009

WARBURG PINCUS LLC

By: /s/ Scott A. Arenare

Name: Scott A. Arenare

Title: Managing Director

Dated: March 24, 2009

WARBURG PINCUS PARTNERS, LLC

By: Warburg Pincus & Co., its Managing
Member

By: /s/ Scott A. Arenare

Name: Scott A. Arenare

Title: Partner

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REDEMPTION AGREEMENT

This Redemption Agreement, dated as of March 23, 2009 (this "Agreement"), is entered into by and among TD Group Holdings, LLC, a Delaware limited liability company (the "Company"), and the other Persons whose names are set forth on Schedule I hereto (the "Distributee Members"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article IV hereof.

RECITALS

WHEREAS, on March 2, 2006, the Members entered into that certain Limited Liability Company Agreement of the Company (the "Operating Agreement");

WHEREAS, on March 2, 2006, the Members entered into that certain Contribution and Exchange Agreement (the "Contribution Agreement"), pursuant to which each Member contributed the number of shares of common stock, par value \$0.01 per share (the "TD Group Common Stock"), of TransDigm Group Incorporated, a Delaware corporation ("TD Group"), set forth opposite such Member's name on Schedule I of the Contribution Agreement and, in exchange therefor, each Member received a number of Class A Common Units of the Company (the "Class A Units") equal to the number of shares of TD Group Common Stock contributed by such Member to the Company;

WHEREAS, pursuant to Section 17 of the Operating Agreement, the Company will be dissolved and its affairs wound up on the first business day immediately following the Expiration Date (as such term is defined in the Operating Agreement);

WHEREAS, in lieu of the dissolution of the Company, the Company desires to effect the Redemption (as defined herein) and, after giving effect to the Redemption, for the Company to continue in existence with Warburg Pincus Private Equity VIII, L.P. ("Warburg Pincus") as the sole remaining member thereof; and

WHEREAS, subject to the terms and on the conditions set forth in this Agreement, on the date hereof, each of the Distributee Members desires to redeem all of the Class A Units held thereby in exchange for the number of shares of TD Group Common Stock set forth opposite the name of such Distributee Member on Schedule I hereto (the "Redemption"), which Redemption shall be pro rata to each Distributee Member's respective economic interest in the Company as represented by the number of Class A Units owned by such Distributee Member.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I. REDEMPTION OF CLASS A UNITS

Section 1.1. Redemption of the Class A Units. On the basis of the representations, warranties and agreements contained herein, and subject to the terms and conditions hereof, (i) concurrently with the execution and delivery of this Agreement, all right, title and interest in and to all of the Class A Units owned by each Distributee Member is hereby redeemed by the Company, and such Distributee Member shall hereafter have no rights or interests therein whatsoever, and (ii) concurrently with or promptly following the execution and delivery of this Agreement, the Company shall distribute to each Distributee Member the number of shares of TD Group Common Stock set forth opposite the name of such Distributee Member on Schedule I hereto, which shares of TD Group Common Stock represent each Distributee Member's pro rata economic interest in the Company immediately prior to the consummation of the transactions contemplated hereby. Accordingly, and notwithstanding anything contained in the Operating Agreement to the contrary, following the Redemption, each Distributee Member shall no longer be a member of the Company and shall no longer have any obligations under the Operating Agreement other than those set forth in Sections 5(c), 16(b) and 22(m) of the Operating Agreement, and each Distributee Member agrees that the Company shall continue in existence with Warburg Pincus as the sole remaining member thereof. For the avoidance of doubt, it is understood and agreed that Sections 5(c), 16(b) and 22(m) of the Operating Agreement shall remain in full force and effect and shall be binding upon all of the parties hereto.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE DISTRIBUTEE MEMBERS

Each Distributee Member, severally and not jointly, represents and warrants to the Company as follows:

Section 2.1. Title to Class A Units. Such Distributee Member is the record and beneficial owner (or the custodian thereof) of all of the Class A Units that are subject to the Redemption, representing all of the Class A Units owned thereby, and such Member has good and valid title to such Class A Units free and clear of all Liens other than Liens arising under applicable federal and state securities laws or under the terms of the Operating Agreement.

Section 2.2. Proceedings; Enforceability. The general partner, board of managers or any comparable governing body of such Distributee Member has authorized the execution and delivery by such Distributee Member of this Agreement and the consummation by such Distributee Member of the transactions contemplated hereby and no other action on the part of such Distributee Member is necessary to authorize such execution and delivery by such Distributee Member or the consummation by such Distributee Member of the transactions contemplated hereby. Upon such execution and delivery by such Distributee Member (and assuming that this Agreement is duly executed and delivered by each of the other parties hereto), this Agreement shall constitute a valid and binding obligation of such Distributee Member, enforceable against such Distributee Member in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally (whether in a proceeding in law or in equity).

Section 2.3. No Affiliate. Such Distributee Member is not an affiliate of TD Group and has not been an affiliate of TD Group in the three month period preceding the date hereof. For purposes hereof, “affiliate” shall have the meaning set forth in Rule 144 under the Securities Act of 1933, as amended.

Section 2.4. Consents and Approvals; Conflicts. Except with respect to filings required to be made under applicable state and federal securities laws, the execution and delivery of this Agreement by such Distributee Member and the consummation by such Distributee Member of the transactions contemplated hereby do not require any consent, approval or authorization of, or filing, registration or qualification with, any governmental authority or any other Person on the part of such Distributee Member or the vote, consent or approval in any manner of the holders of any security of such Distributee Member as a condition to the execution and delivery of this Agreement by such Distributee Member or the consummation by such Distributee Member of the transactions contemplated hereby. The execution and delivery by such Distributee Member of this Agreement and the consummation by such Distributee Member of the transactions contemplated hereby will not violate (a) the terms and conditions of such Distributee Member’s limited liability company operating agreement, limited partnership agreement or any analogous organizational document, or (b) any agreement or instrument to which such Distributee Member is a party or by which it is bound.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to each Distributee Member as follows:

Section 3.1. Proceedings; Enforceability. The managing member of the Company has authorized the execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby and no other action on the part of the Company is necessary to authorize such execution and delivery by the Company or the consummation by the Company of the transactions contemplated hereby. Upon such execution and delivery by the Company (and assuming that this Agreement is duly executed and delivered by each of the other parties hereto), this Agreement shall constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally (whether in a proceeding in law or in equity).

Section 3.2. Consents and Approvals; Conflicts. Except with respect to filings required to be made under applicable state and federal securities laws and notices to TD Group and/or the transfer agent therefor, the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not require any consent, approval or authorization of, or filing, registration or qualification with, any governmental authority or any other Person on the part of the Company or the vote, consent or approval in any manner of the holders of any security of the Company (other than the managing member and the parties hereto) as a condition to the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby. The execution and delivery by the Company of this Agreement and the consummation by the

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Company of the transactions contemplated hereby will not violate (a) the terms and conditions of the Operating Agreement (after giving effect to the terms set forth herein), or (b) any agreement or instrument to which the Company is a party or by which it is bound.

ARTICLE IV. MISCELLANEOUS PROVISIONS

Section 4.1. Terms Defined. As used in this Agreement, the following terms have the respective meaning set forth below:

(a) “Lien” shall mean any mortgage, pledge, security interest, encumbrance, lien (statutory or other), or any other claim or charge similar in purpose or effect to any of the foregoing.

(b) “Person” shall mean an individual, partnership, joint-stock company, corporation, limited liability company, trust or unincorporated organization, or a government or agency or political subdivision thereof.

(c) “Member” shall mean all of the members of the Company as of the date hereof and prior to giving effect to the consummation of the transactions contemplated hereby.

Section 4.2. Amendments. This Agreement may be amended, modified or supplemented with, and only with, the prior written consent of the Company and each Distributee Member.

Section 4.3. Assignment; Parties in Interest. Neither this Agreement nor any of the rights, duties or obligations of any party hereunder may be assigned or delegated by any party hereto except with the prior written consent of the Company (in the case of any assignment by a Distributee Member) and each of the Distributee Members (in the case of an assignment by the Company).

Section 4.4. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings among them relating to such subject matter, and no party shall be liable or bound to the other parties hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants or agreements, except as specifically set forth herein; provided, however, that the terms set forth in Sections 5(c), 16(b) and 22(m) of the Operating Agreement shall remain in full force and effect and shall be binding upon all of the parties hereto.

Section 4.5. Descriptive Headings. The descriptive headings of the several sections (including subsections) of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 4.6. Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed by any one or more parties hereto (including by facsimile), and each such executed counterpart shall be, and shall be deemed to be, an original,

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but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument.

Section 4.7. Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to contracts made and performed therein, without regard to any conflicts of law principles thereof.

Section 4.8. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument. Furthermore, in lieu of any such invalid, illegal or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Redemption Agreement to be executed on the day and year first above written.

TD GROUP HOLDINGS, LLC

By: Warburg Pincus Private Equity VIII, L.P., its
Managing Member

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ Timothy J. Curt

Name: Timothy J. Curt
Title: Partner

ALPINVEST PARTNERS CS INVESTMENTS 2003 C.V., duly represented by AlpInvest Partners 2003 B.V., its general partner, in turn represented by AlpInvest Partners N.V., its managing director

By: /s/ E.M.J. Thyssen

Name: E.M.J. Thyssen
Title: Managing Partner

By: /s/ C.F. de Ru

Name: C.F. de Ru
Title: Senior Legal Counsel

ALPINVEST PARTNERS LATER STAGE CO-INVESTMENTS CUSTODIAN II, B.V., holding the interest as custodian for AlpInvest Partners Later Stage Co-Investments II C.V., as represented by AlpInvest Partners N.V.

By: /s/ E.M.J. Thyssen

Name: E.M.J. Thyssen
Title: Managing Partner

By: /s/ C.F. de Ru

Name: C.F. de Ru
Title: Senior Legal Counsel

A.S.F. CO-INVESTMENT PARTNERS II, L.P.

By: PAF 1/03, LLC, as General Partner

By: Old Kings II, LLC, as Managing Member

By: /s/ Paul R. Crotty
Name: Paul R. Crotty
Title: Managing Director

ML TD HOLDINGS, LLC

By: BlackRock Investment Managers LLC,
its Manager

By: /s/ Lynn C. Baranski
Name: Lynn C. Baranski
Title: Managing Director

**TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA**

By: /s/ Sheryl Schwartz
Name: Sheryl Schwartz
Title: Managing Director

ACKNOWLEDGED AND AGREED
AS OF THE DATE FIRST WRITTEN ABOVE

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners LLC, its General Partner

By: Warburg Pincus & Co., its Managing Member

By: /s/ Scott A. Arenare
Name: Scott A. Arenare
Title: Partner

SCHEDULE I

Distributee Members

<u>Name and Address of Distributee Member</u>	<u>TD Group Common Stock</u>
AlpInvest Partners CS Investments 2003 C.V. 630 Fifth Avenue, 28 th Floor New York, NY 10111	445,817
AlpInvest Partners Later Stage Co-Investments Custodian II, B.V. 630 Fifth Avenue, 28 th Floor New York, NY 10111	50,031
A.S.F. Co-Investment Partners II, L.P. c/o Portfolio Advisors, LLC 9 Old Kings Highway South Darien, CT 06920 Attention: Hugh Perloff	619,807
ML TD Holdings, LLC c/o BlackRock Investment Managers LLC 800 Scudders Mill Road Plainsboro, NJ 08536 Attention: Lynn Baranski	142,555
Teachers Insurance and Annuity Association of America 730 Third Avenue New York, NY 10017-3206 Attention: Holly Holtz and Nancy DeBuccio, Securities Division - Private Equity Funds Facsimile No.: (212) 907-2454	92,973