

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivothealth, LLC		08/01/2011	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	The Advisory Board Company		
Street Address:	2445 M Street, NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20037		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2711197	PIVOTHEALTH	
CORRESPONDENCE DATA			
Fax Number:	(610)640-1965		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-640-5800		
Email:	ipdocketing@stradley.com		
Correspondent Name:	Kevin W. Goldstein		
Address Line 1:	30 Valley Stream Parkway		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	186038-0002		
NAME OF SUBMITTER:	Kevin W. Goldstein		
Signature:	/kevin w. goldstein/		

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TRADEMARK
 REEL: 004596 FRAME: 0116

Date:

08/02/2011

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of August 1, 2011, by PIVOTHEALTH, LLC, a Tennessee limited liability company with its principal place of business at 5500 Maryland Way, Suite 300, Brentwood, Tennessee 37027 ("Assignor"), in favor of THE ADVISORY BOARD COMPANY, a Delaware corporation with its principal place of business at 2445 M Street, NW, Washington, D.C. 20037 ("Assignee").

Recitals

WHEREAS, Assignor is the sole owner of the trademarks identified on Schedule A (the "Trademarks"); and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of June 28, 2011, between Assignor, Assignee, John W. Phillips and Michael D. McClintock, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Trademarks;

Assignment

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

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including all registrations, applications and common law rights therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties and payments due or payable as of the time of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.

2. Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

3. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

4. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

Execution

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above

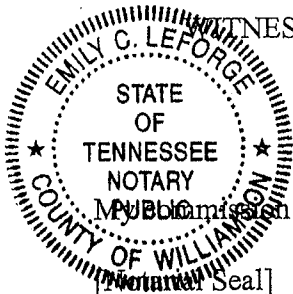
PIVOTHEALTH, LLC

By: *John W. Phillips*
Name: John W. Phillips
Title: President

STATE OF Tennessee)
) ss.
COUNTY OF Williamson)

On July 27, 2011 before me, a Notary Public, personally appeared President, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and, being duly sworn, averred that he is the _____ of PIVOTHEALTH, LLC, that he was authorized to sign the instrument on behalf of said company, that he executed the same in his authorized capacity, and that by his signature on the instrument, the company executed the instrument.

WITNESS my hand and official seal.



Emily C. Leforge
Notary Public

My commission expires: 3/31/2012

Schedule A
to
Trademark Assignment

All rights in the name and brand "PivotHealth", including:

- (a) Registered Service Mark PIVOTHEALTH
Certificate of Registration Number 2,711,197 dated April 29, 2003

- (b) Assignor's rights in the following business names:
 - (1) PivotHealth
 - (2) PivotHealth, LLC