

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/29/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Data Advantage, <del>INC</del> LLC		03/04/2013	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Press Ganey Associates, Inc.
Street Address:	404 Columbia Place
City:	South Bend
State/Country:	INDIANA
Postal Code:	46601
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3215070	DATA ADVANTAGE

CORRESPONDENCE DATA

Fax Number: 8668429518  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 312-267-2063  
 Email: mlal@pressganey.com  
 Correspondent Name: Manuj Lal  
 Address Line 1: 404 Columbia Place  
 Address Line 4: South Bend, INDIANA 46601

NAME OF SUBMITTER:	Manuj Lal
Signature:	/Manuj Lal/
Date:	03/05/2013

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made between DATA ADVANTAGE, LLC., a former Kentucky limited liability company (“Data Advantage”) having its former principal offices at 1515 Story Avenue, Louisville, Kentucky 40206, and PRESS GANEY ASSOCIATES INC. (“Press Ganey”), an Indiana corporation having its principal offices at 404 Columbia Place, South Bend, Indiana 46601. DATA ADVANTAGE had adopted, used, and is the owner of the following trademarks (“the Trademarks”) for which the following registrations are maintained in the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Registration No.</i>	<i>Reg. Date</i>
DATA ADVANTAGE	3,215,070	March 6, 2007

WHEREAS, pursuant to the acquisition of DATA ADVANTAGE by PRESS GANEY, Assignor hereby assigns all intellectual property rights, all rights to the trademark, and all goodwill in the trademark, to Assignee, including the right to sue for past infringement, *nunc pro tunc*, effective FEBRUARY 29, 2008 (“Effective Date”).

NOW THEREFORE, in consideration of good and valuable consideration given and received, the receipt and adequacy of which are hereby acknowledged, the Assignor assigns, transfers, and conveys to the Assignee, its successors, assigns or legal representatives, all right, title and interest, worldwide, in and to the trademark therefore, which the Assignor has acquired through such use, together with the goodwill of any and all business carried on in association with and symbolized by the Trademarks and said application to register the Trademarks including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the trademark, 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 or other legal representatives.

AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations or renewals for the Trademarks and to vest the same in the Assignee, its successors, assigns or legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR**

By: 

Paul Worland  
VP & Secretary  
Data Advantage, LLC.

**ASSIGNEE**

By: \_\_\_\_\_

Eileen Kamerick  
Chief Financial Officer & Treasurer  
Press Ganey Associates, Inc.

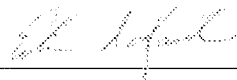
AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations or renewals for the Trademarks and to vest the same in the Assignee, its successors, assigns or legal representatives.

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**ASSIGNOR**

By: \_\_\_\_\_  
Paul Worland  
VP & Secretary  
Data Advantage, LLC.

**ASSIGNEE**

By:  \_\_\_\_\_  
Eileen Kamerick  
Chief Financial Officer & Treasurer  
Press Ganey Associates, Inc.