

## 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
The Frankel Group Associates LLC		01/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Huron Consulting Services LLC		
Street Address:	550 West Van Buren Street, Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85787304	FRANKEL GROUP	
Serial Number:	85787313	FRANKELGROUP	
Serial Number:	77695051	CELESTIAL MATRIX	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	79849-034		
NAME OF SUBMITTER:	Jennifer M. Mikulina		

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Signature:	/Jennifer M. Mikulina/
Date:	01/23/2014
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is dated as of January 6, 2014 and effective as of January 1, 2014.

**WHEREAS**, Huron Consulting Group Inc., a corporation organized under the laws of the State of Delaware ("Huron"), and The Frankel Group Associates LLC, a limited liability company organized under the laws of the State of Delaware ("Assignor"), are parties to an Asset Purchase Agreement dated as of December 17, 2013 (the "Purchase Agreement"), governing the purchase and sale of the Purchased Assets. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement;

**WHEREAS**, Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

**WHEREAS**, prior to the date hereof, and in accordance with the Purchase Agreement, Huron has assigned certain of its rights and obligations under the Purchase Agreement to Huron Consulting Services LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee");

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to transfer all of its right, title and interest in and to the Marks to Assignee, and Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Purchase Agreement;

**WHEREAS**, in connection with the Purchase Agreement, Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

**WHEREAS**, the parties wish herein to memorialize said assignment, transfer and sale of Assignor's right, title and interest in and to the Marks to Assignee.

**NOW, THEREFORE**, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. With respect to any registered Marks, Assignor hereby requests the Director of the United States Patent and Trademark Office (the “Director”), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

3. Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All Marks in Assignee or which may be necessary to obtain, renew, issue or enforce All Marks, in each case at the sole cost and expense of Assignee. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

4. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

5. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to Assignor and Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

6. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.

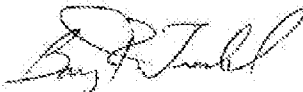
7. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

\* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**THE FRANKEL GROUP ASSOCIATES LLC**

By:   
Name: Barry Frankel  
Title: Managing Director

**ASSIGNEE:**

**HURON CONSULTING SERVICES LLC**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**THE FRANKEL GROUP ASSOCIATES LLC**


By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**HURON CONSULTING SERVICES LLC**

By: *Mark Hansen*  
Name: *C. Mark Hansen*  
Title: *VP, CFO, & Treasurer*

**Schedule A**

<b>Trademark Application Serial No.</b>	<b>Status/Status Date</b>	<b>Brief Goods/Services</b>	<b>Owner</b>
FRANKEL GROUP  SN:85-787304	Published Principal Register - Sec. 2(F) November 5, 2013	(Int'l Class: 35) Business services, namely, business consulting services in the life science industry	The Frankel Group Associates LLC (Delaware Limited Liability Company) 11 W. 42nd Street, 3rd Floor New York, New York 10036
FRANKELGROUP (Stylized)    SN:85-787313	Published Principal Register - Sec. 2(F) November 5, 2013	(Int'l Class: 35) Business services, namely, business consulting services in the life science industry	The Frankel Group Associates LLC (Delaware Limited Liability Company) 11 W. 42nd Street, 3rd Floor New York, New York 10036
CELESTIAL MATRIX  SN: 77-695051 RN: 3835891	Registered August 17, 2010	(Int'l Class: 35) Business management and consulting services for the health care industry, namely, marketing and strategic planning and business development services.	The Frankel Group Associates LLC (Delaware Limited Liability Company) 11 W. 42nd Street, 3rd Floor New York, New York 10036