

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaufman, Hall & Associates, Inc.		04/21/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3347460	CAPITAL ADVISOR	
Registration Number:	1534120	ENUFF	
Registration Number:	3347462	ENUFF	
Registration Number:	3388738	ENUFF BUDGET ADVISOR	
Registration Number:	3351305	ENUFF BUDGET ADVISOR	
Registration Number:	3388737	ENUFF MARKET ADVISOR	
Registration Number:	3351304	ENUFF MARKET ADVISOR	
Registration Number:	3391682	ENUFF SOFTWARE SUITE	
Registration Number:	3351303	ENUFF SOFTWARE SUITE	
Registration Number:	3347461	HOSPITAL ADVISOR	
Registration Number:	2410084	KAUFMAN HALL	
Registration Number:	4350813	KAUFMAN HALL FINANCIAL ADVISOR	
Registration Number:	2765875	PHYSICIAN ADVISOR	
CORRESPONDENCE DATA			
Fax Number:	3127043001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-704-3105		
Email:	trademarks@hinshawlaw.com		
TRADEMARK			

CH \$340.00 3347460

Correspondent Name: Anthony Jacob
Address Line 1: Hinshaw & Culbertson LLP
Address Line 2: 222 N. LaSalle Street, Suite 300
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 956811 PRIVATE BANK SECIN

NAME OF SUBMITTER: Anthony Jacob

SIGNATURE: /anthony jacob/

DATE SIGNED: 04/22/2014

Total Attachments: 7

source=Private Bank Security Agreement#page1.tif
source=Private Bank Security Agreement#page2.tif
source=Private Bank Security Agreement#page3.tif
source=Private Bank Security Agreement#page4.tif
source=Private Bank Security Agreement#page5.tif
source=Private Bank Security Agreement#page6.tif
source=Private Bank Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated April 21, 2014, among KAUFMAN, HALL & ASSOCIATES, INC., an Illinois corporation ("Kaufman Hall"), AXIOM EPM LLC, d/b/a Axiom EPM ("Axiom EPM"), AXIOM INVESTORS 1, LLC ("Axiom Investors") and AXIOM ACQUISITION, LLC ("Axiom Acquisition") (Kaufman Hall, Axiom EPM, Axiom Investors and Axiom Acquisition each a "Grantor" and jointly and severally, the "Grantors") in favor of THE PRIVATEBANK AND TRUST COMPANY having an address at 120 South LaSalle Street, Chicago, IL 60603, as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth herein) certain Affiliates of the Lenders (in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 21, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Kaufman Hall, Axiom EPM, Axiom Investors and Axiom Acquisition ("Borrowers"), the other borrowers party thereto from time to time and Lenders, Lenders are willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Lenders, that certain Guaranty and Collateral Agreement dated as of April 21, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Administrative Agent, for the benefit of the Lenders, a continuing first priority Security Interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Borrowers' Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Borrower's Obligations and would be owed by Grantors, to Lenders, the Administrative Agent or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving a Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and as a supplement to the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement for the purpose of registering the security interest of Lenders in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Grantors hereby acknowledge and affirm that (x) the Security Agreement shall remain in full force and effect in accordance with its terms and (y) the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to (x) modify this Agreement by amending Schedule I, or (y) execute on their behalf a Trademark Security Agreement in substantially this form, in each case to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lenders' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. LOAN DOCUMENT. From and after the execution and delivery hereof by the parties hereto, this Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or payment in full of the Obligations shall mean the payment in full in cash of all Obligations other than unasserted contingent indemnification Obligations and other than any bank product obligations that, at such time, are allowed by the applicable providers thereof to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWERS AND GRANTORS:

KAUFMAN, HALL & ASSOCIATES, INC.,
an Illinois corporation

By: Therese L Wareham
Title: Vice President

AXIOM INVESTORS I, LLC
an Illinois limited liability company

By: Kaufman, Hall & Associates, Inc., its Manager

By: Therese L Wareham
Name: THERESE L WAREHAM
Title: Vice President

AXIOM ACQUISITION, LLC
an Illinois limited liability company

By: Kaufman, Hall & Associates, Inc., its Manager

By: Therese L Wareham
Name: THERESE L WAREHAM
Title: Vice President

AXIOM EPM LLC
an Oregon limited liability company

By: Kaufman, Hall & Associates, Inc., its Manager

By: Therese L Wareham
Name: THERESE L WAREHAM
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent and a Lender

By: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWERS AND GRANTORS:

KAUFMAN, HALL & ASSOCIATES, INC.,
an Illinois corporation

By: _____
Title: _____

AXIOM INVESTORS 1, LLC
an Illinois limited liability company

By: Kaufman, Hall & Associates, Inc., its Manager

By: _____
Name: _____
Title: _____

AXIOM ACQUISITION, LLC
an Illinois limited liability company

By: Kaufman, Hall & Associates, Inc., its Manager

By: _____
Name: _____
Title: _____

AXIOM EPM LLC
an Oregon limited liability company

By: Kaufman, Hall & Associates, Inc., its Manager

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent and a Lender

By: Alison Murphy
Title: MANAGING DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Mark</u>	Reg. No.	Reg. Date
CAPITAL ADVISOR	3347460	04-Dec-2007

ENUFF	1534120	11-Apr-1989
	3347462	04-Dec-2007



ENUFF BUDGET ADVISOR	3388738	26-Feb-2008
----------------------	---------	-------------



	3351305	11-Dec-2007
--	---------	-------------

ENUFF MARKET ADVISOR	3388737	26-Feb-2008
----------------------	---------	-------------



	3351304	11-Dec-2007
--	---------	-------------

ENUFF SOFTWARE SUITE

3391682

04-Mar-2008

3351303

11-Dec-2007



HOSPITAL ADVISOR

3347461

04-Dec-2007

KAUFMAN HALL

2410084

05-Dec-2000

KAUFMAN HALL FINANCIAL
ADVISOR

4350813

11-Jun-2013

PHYSICIAN ADVISOR

2765875

16-Sep-2003

Axiom

United States

Mark	Reg. Number	Reg. Date
Axiom EPM	4065062	December 6, 2011

Australia

Mark	Reg. Number	Reg. Date
Axiom EPM	1550702	April 9, 2013

Europe

Mark	Reg. Number	Reg. Date
Axiom EPM (CTM)	008325541	October 21, 2011

130794471v1 0956811

TRADEMARK