

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vonlay, LLC		05/02/2014	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Huron Consulting Group Inc.		
Street Address:	550 West Van Buren Street, Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4118343	VONLAY	
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, umattsson@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:	079849-0036		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		
DATE SIGNED:	05/06/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is dated as of May 2, 2014 and effective as of May 1, 2014.

WHEREAS, Huron Consulting Group Inc., a corporation organized under the laws of the State of Delaware ("Huron"), and Vonlay, LLC, a limited liability company organized under the laws of the State of Wisconsin ("Assignor"), are parties to an Asset Purchase Agreement dated as of April 23, 2014 (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. 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.

3. 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.

4. 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.

5. 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 Illinois.

6. 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:

VONLAY, LLC

By: Michael J. Kolpien
Name: Michael J. Kolpien
Title: Managing Member

ASSIGNEE:

HURON CONSULTING SERVICES LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005275 FRAME: 0004

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

ASSIGNOR:

VONLAY, LLC

By: _____
Name:
Title:

ASSIGNEE:

HURON CONSULTING SERVICES LLC

By: *Cheryl Hussey*
Name: *C. Cheryl Hussey*
Title: *EvP, CEO, COO & Treasurer*

Schedule A

Registered Trademark

Trademark (Application Number)	Registration Number Registration Date	Services	Owner
VONLAY (85-389,130)	4,118,343 March 27, 2012	(Int'l Class 35) Business and management consulting for healthcare providers and related businesses	Vonlay, LLC Madison, Wisconsin

Common Law Trademark

Trademark
VONLAY VIRTUOSOS