

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KHA Holdings, Inc.	FORMERLY Kaufman, Hall & Associates, Inc.	12/22/2014	CORPORATION: ILLINOIS
KH Intermediate Holdings, LLC		12/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
KH Acquisitions, LLC		12/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Kaufman, Hall & Associates, LLC		
Street Address:	5202 Old Orchard Road, Suite N700		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60077		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	3124607000		
TRADEMARK			

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3124605000
Email: jsutherland@seyfarth.com
Correspondent Name: Julia K. Sutherland
Address Line 1: 131 S. Dearborn st. suite 2400
Address Line 2: Seyfarth Shaw LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	014123-000048
NAME OF SUBMITTER:	Julia K. Sutherland
SIGNATURE:	/Julia K. Sutherland/
DATE SIGNED:	12/22/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of December 22, 2014 (the "Effective Date") by and among, KH Intermediate Holdings, LLC, a Delaware limited liability company ("Intermediate"), KH Acquisition, LLC, a Delaware limited liability company ("Holdings"), and KHA Holdings, Inc. (f/k/a Kaufman, Hall & Associates, Inc.), an Illinois corporation ("Parent") (collectively, "Assignors") and Kaufman, Hall & Associates, LLC (f/k/a Varangian, LLC), a Delaware limited liability company ("Assignee"). Assignors and Assignee are referred to herein collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings set forth in the Restructuring Agreement (as defined below in the first recital).

WHEREAS, Assignors, Assignee, and certain other Persons are parties to that certain Restructuring and Contribution dated as of December 22, 2014, (the "Restructuring Agreement") whereby Assignors have agreed to sell, assign, transfer, and deliver to Assignee the trademark and trademark applications set forth on Schedule A attached hereto, including any registrations or recordations, applications, or foreign equivalents thereof, and any goodwill associated with the foregoing (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution, or misappropriation 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 or other legal representatives.

Assignors shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

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

ASSIGNORS:

KHA HOLDINGS, INC.
(F/K/A KAUFMAN, HALL & ASSOCIATES, INC.)

By: KH [Signature]
Name: Kenneth Kaufman
Title: Chairman

KH INTERMEDIATE HOLDINGS, LLC.

By: KH [Signature]
Name: Kenneth Kaufman
Title: Chairman

KH ACQUISITION, LLC.

By: KH [Signature]
Name: Kenneth Kaufman
Title: Chairman





ASSIGNEE:

KAUFMAN, HALL & ASSOCIATES, LLC
(F/K/A VARANGIAN, LLC)

By: KH [Signature]
Name: Kenneth Kaufman
Title: Chairman

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration Number
CAPITAL ADVISOR	3347460
ENUFF	1534120
	3347462
ENUFF BUDGET ADVISOR	3388738
	3351305
ENUFF MARKET ADVISOR	3388737
	3351304
ENUFF SOFTWARE SUITE	3391682
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KAUFMAN HALL	2410084
KAUFMAN HALL FINANICAL ADVISOR	4350813
PHYSICIAN ADVISOR	2765875