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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM327714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (Releases RF 5265/0571)
SEQUENCE:	1

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Privatebank and Trust Company		12/31/2014	Banking corporation: ILLINOIS

# **RECEIVING PARTY DATA**

Name:	Kaufman, Hall & Associates, Inc.	
Street Address:	5202 Old Orchard Road, Suite N700	
City:	Skokie	
State/Country:	ILLINOIS	
Postal Code:	60077	
Entity Type:	CORPORATION: ILLINOIS	

### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark		
Registration Number:	3347460	CAPITAL ADVISOR		
Registration Number:	3347462	ENUFF		
Registration Number:	1534120	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:** 7147558290

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.

TRADEMARK REEL: 005433 FRAME: 0001

900311499

Phone: 714-540-1235
Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1:650 Town Center Drive, Suite 2000Address Line 4:Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0375
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	12/31/2014

### **Total Attachments: 4**

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TRADEMARK REEL: 005433 FRAME: 0002



### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of December [2], 2014 ("Effective Date") by The Privatebank and Trust Company, ("Administrative Agent") in favor of Kaufman, Hall & Associates, Inc. ("Kaufman Hall"), Axiom EPM, LLC, d/b/a Axiom EPM ("Axiom EPM"), Axiom Acquisition, LLC ("Axiom Acquisition"), and Axiom Investors 1, LLC ("Axiom Investors") (Kaufman Hall, Axiom EPM, Axiom Investors, and Axiom Acquisition each a "Borrower" and collectively "Borrowers"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below), or if not defined therein, in the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement by and among Borrowers, Administrative Agent, and other parties thereto, dated April 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders agreed to make financial accommodations available to Borrowers;

WHEREAS, Lenders agreed to make financial accommodations to the Borrowers provided for in the Credit Agreement, upon the condition, among others, that Borrowers execute and deliver to Administrative Agent, for the Benefit of the Lenders, that certain Guaranty and Collateral Agreement dated 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, that certain Trademark Security Agreement dated April 21, 2014 (the "<u>Trademark Security Agreement</u>") was executed and delivered by Borrowers to Administrative Agent for the benefit of the Lenders, and was recorded with the United States Patent and Trademark Office on April 21, 2014, at Reel 5265, Frame 0571, and on April 22, 2014 at Reel 5266, Frame 0786;

WHEREAS, pursuant to the Trademark Security Agreement, Borrowers granted to Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest (the "Security Interest") in all of Borrowers' right, title and interest in, to and under: (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Exhibit A 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 Borrowers against third parties for past, present or future (i) infringement or dilution of a Trademark or a 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 (the "Trademark Collateral"); and

TRADEMARK

REEL: 005433 FRAME: 0003



whereas, Administrative Agent acknowledges full performance of Borrowers' Obligations and accordingly has agreed to release its security interest granted and recorded against the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to Borrowers.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby (a) terminates, cancels, releases and discharges its Security Interest in the Trademark Collateral; (b) re-assigns to Borrowers any and all liens, security interests, right, title and interest they may have in, to and under the Trademark Collateral, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto through the world, all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, together with the goodwill of the business symbolized thereby; (c) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Borrowers; and (d) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Bank's rights under the Credit Agreement and the Security Agreement with respect to the Trademark Collateral.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without reference to conflicts of law provisions.

\* \* \* \*



IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

THE PRIVATEBANK AND TRUST COMPANY

Name:

Title:

120 South LaSalle Street · Chicago, Illinois 606033 · tel 312.564.2000 · ThePrivateBank.com

Mark	Application No./Filing Date	Registration No.	Registered Owner
CAPITAL ADVISOR	77132739	3347460	Kaufman, Hall & Associates,
CATTAL ABVIOUR	3/16/2007	12/4/2007	Inc.
ENUFF	77132750	3347462	Kaufman, Hall & Associates,
	3/16/2007	12/4/2007	Inc.
#ENUFF			
ENUFF	73750831	1534120	Kaufman, Hall & Associates,
	9/7/1988	4/11/1989	Inc.
ENUFF BUDGET ADVISOR	77239558	3388738	Kaufman, Hall & Associates,
	7/26/2007	2/26/2008	Inc.
ENUFF BUDGET ADVISOR	77132754	3351305	Kaufman, Hall & Associates,
alsa	3/16/2007	12/11/2007	Inc.
#ENUFF Budget Advisor			
ENUFF MARKET ADVISOR	77239552	3388737	Kaufman, Hall & Associates,
	7/26/2007	2/26/2008	Inc.
ENUFF MARKET ADVISOR	77132753	3351304	Kaufman, Hall & Associates,
#ENUFF	3/16/2007	12/11/2007	Inc.
Market Advisor			
ENUFF SOFTWARE SUITE	77239546	3391682	Kaufman, Hall & Associates,
	7/26/2007	3/4/2008	Inc.
ENUFF SOFTWARE SUITE	77132751	3351303	Kaufman, Hall & Associates,
#ENUFF Software Suite	3/16/2007	12/11/2007	Inc.
HOSPITAL ADVISOR	77132749	3347461	Kaufman, Hall & Associates,
	3/16/2007	12/4/2007	Inc.
KAUFMAN HALL	75692474	2410084	Kaufman, Hall & Associates,
	4/27/1999	12/5/2000	Inc.
KAUFMAN HALL FINANCIAL	85404453	4350813	Kaufman, Hall & Associates,
ADVISOR	8/23/2011	6/11/2013	Inc.
PHYSICIAN ADVISOR	76335312	2765875	Kaufman, Hall & Associates,
	11/7/2001	9/16/2003	Inc.
AXIOM EPM	77724841	4065062	Axiom EPM, LLC
	4/29/2009	12/6/2011	