

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kaufman, Hall & Associates, Inc.		12/31/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

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.

OP \$340.00 3347460

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address 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: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Kaufman, Hall & Associates, LLC, a Delaware limited liability company, KH Intermediate Holdings, LLC, a Delaware limited liability company, and certain other Grantors are party to a Security Agreement, dated as of December 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a

Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

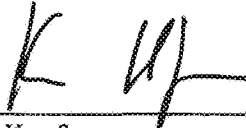
SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

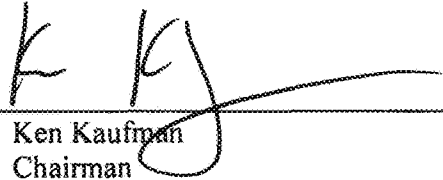
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KAUFMAN, HALL & ASSOCIATES, LLC

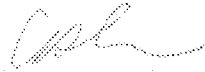
By: 
Name: Ken Kaufman
Title: President

AXIOM EPM LLC

By: 
Name: Ken Kaufman
Title: Chairman

[Signature Page to Trademark Security Agreement]

BARCLAYS BANK PLC, as Administrative Agent





By: 
Name: Christine Aharonian
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005433 FRAME: 0219

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

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

Mark	Application No./Filing Date	Registration No.	Registered Owner
AXIOM EPM	77724841 4/29/2009	4065062 12/6/2011	Axiom EPM LLC