

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clinovations, LLC		11/14/2014	LIMITED LIABILITY COMPANY: D.C.
RECEIVING PARTY DATA			
Name:	The Advisory Board Company		
Street Address:	2445 M Street, NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4609098	CLINOVATIONS CENTER FOR POPULATION HEALT	
Registration Number:	4034873	CLINOVATIONS	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>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.</i>			
Phone:	612.332.5300		
Email:	dmattessich@merchantgould.com		
Correspondent Name:	Christopher J. Schulte		
Address Line 1:	Merchant & Gould P.C.		
Address Line 2:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	16608.1CLINOVATIONS		
NAME OF SUBMITTER:	Danielle I. Mattessich		
SIGNATURE:	/daniellemattessich/		
DATE SIGNED:	01/30/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of November 14, 2014, by CLINO VATIONS LLC, a District of Columbia limited liability company with its principal place of business at 1325 G Street, NW, #900, Washington, D.C. 20005 ("Assignor"), in favor of THE ADVISORY BOARD COMPANY, a Delaware corporation with its principal place of business at 2445 M Street, NW, Washington, D.C. 20037 ("Assignee").

Recitals

WHEREAS, Assignor is the sole owner of the trademarks identified on *Schedule A* hereto (the "Trademarks"); and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of November 4, 2014, by and among Assignee, Assignor, Raymond Trenor Williams, M.D., Kevin Coloton, and John Kontor, M.D., Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Trademarks.

Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including all registrations, applications and common law rights therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties and payments due or payable as of the time of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use 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 and other legal representatives.

2. Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

3. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

4. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

5. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures delivered electronically shall be deemed to be the equivalent of original signatures for purposes of this Assignment and any amendments hereto.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

CLINOVATIONS LLC

By: [Signature]
Name: Raymond Trevor Williams
Title: CEO

STATE OF District of Columbia)
COUNTY OF Washington, DC) ss.

On November 13, 2014 before me, a Notary Public, personally appeared Raymond Trevor Williams, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and, being duly sworn, averred that he is the CEO of CLINOVATIONS LLC, that he was authorized to sign the instrument on behalf of said company, that he executed the same in his authorized capacity, and that by his signature on the instrument, the company executed the instrument.

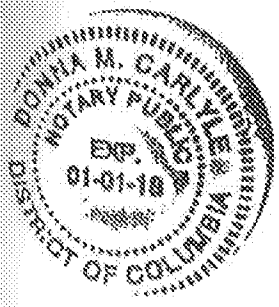
WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 1/1/2018

[Notarial Seal]

Donna M. Carlyle
Notary Public District of Columbia
My Commission Expires 1/1/2018

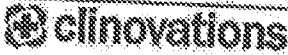


[Signature Page to Trademark Assignment]

Schedule A
to
Trademark Assignment

All rights in the name and brand "Clinovations", including:

(a) The following registered marks:

No.	U.S. Serial No.	Registration No.	Mark
1	86186620	4609098	Clinovations Center for Population Health Management
2	85255308	4034873	 clinovations

(b) Assignor's rights in the following business names:

- (1) Clinovations
- (2) Clinovations, LLC