

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		12/31/2015	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	HURON CONSULTING GROUP INC.		
Street Address:	550 West Van Buren Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86304950	KCREATE	
Serial Number:	86273224	SMARTASSIGN	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
	<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	080890.9		
NAME OF SUBMITTER:	Monique L. Ribando		
SIGNATURE:	/Monique L. Ribando/		
DATE SIGNED:	12/31/2015		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 31, 2015 (“Release”), is made by Bank of America, N.A., as Collateral Agent (“Collateral Agent”) pursuant to that certain Second Amended and Restated Credit Agreement dated as of March 31, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”), in favor of Huron Consulting Group Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement dated as of March 31, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, the other grantors party thereto and the Collateral Agent, Grantor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in and pledged and assigned to the Collateral Agent, together with a right to set off against, all right, title and interest of Grantor in, to, and under the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of March 31, 2015 (“Notice”); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on April 2, 2015 at Reel 5490 Frame 0555.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest and continuing lien upon the Grantor’s right, title, and interest in and to solely the Trademarks, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto (the “Specified Collateral”), granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Representations and Warranties; No Default or Event of Default. The Grantor hereby represents and warrants that (a) the assignment of the Specified Collateral is permitted under the Credit Agreement and (b) no Event of Default has occurred and is continuing or would result from the assignment of the Specified Collateral. The Grantor acknowledges and agrees that any representation or warranty made in this Release that is false or misleading in any material respect shall be an Event of Default under the Credit Agreement.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: *Maria A. McClain*

Name: Maria A. McClain

Title: Vice President

Acknowledged and Agreed
as of the date first written above:

Grantor:

Huron Consulting Group Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: _____
Name: _____
Title: _____

Acknowledged and Agreed
as of the date first written above:

Grantor:

Huron Consulting Group Inc.

By: *C. Mark Hussey*
Name: C. Mark Hussey
Title: EVP, COO & CFO

[Signature Page to IP Release]

Schedule A

**Huron Consulting Group Inc.
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Huron Consulting Group Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded April 2, 2015 at Reel 5490 Frame 0555**

Pending Applications

Mark	Appl. No.	Filing Date
KCREATE	86304950	06/10/14
SMARTASSIGN	86273224	05/06/14