

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370208

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|---|--|----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Huron Consulting Group Inc. | | 12/31/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Consilio, Inc. | | |
| Street Address: | 1828 L St. NW Suite 1070 | | |
| City: | Washington | | |
| State/Country: | D.C. | | |
| Postal Code: | 20036 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4127872 | DELIVERING VALUE DRIVING RESULTS | |
| Registration Number: | 3928873 | ICA | |
| Registration Number: | 3948929 | IMPACT | |
| Registration Number: | 4002028 | R3CON | |
| Registration Number: | 3680440 | V3LOCITY | |
| Serial Number: | 86304950 | KCREATE | |
| Serial Number: | 86702179 | SENSIBLE DISPOSITION | |
| Serial Number: | 86273224 | SMARTASSIGN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 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: | 056506-0004 | | |

OP \$215.00 4127872

| | |
|--|-------------|
| NAME OF SUBMITTER: | Anna T Kwan |
| SIGNATURE: | /atk/ |
| DATE SIGNED: | 01/22/2016 |
| Total Attachments: 5 source=Trademark Assignment - Huron#page1.tif source=Trademark Assignment - Huron#page2.tif source=Trademark Assignment - Huron#page3.tif source=Trademark Assignment - Huron#page4.tif source=Trademark Assignment - Huron#page5.tif | |

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 31, 2015, ("Effective Date") is entered into by and among Huron Consulting Group Inc., a Delaware corporation having a place of business at 550 W. Van Buren Street, Suite 1700, Chicago, IL 60607 ("Assignor"), and Consilio, Inc., a Delaware corporation having a place of business at 1828 L St. NW Suite 1070, Washington, DC 20036 ("Assignee"). Each of Assignor and Assignee are referred to herein as a "Party" and collectively the "Parties." All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, the Parties and certain of their Affiliates are parties to that certain Purchase Agreement, dated as of December 10, 2015 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee (or its designee) all of its rights, title and interests in and to the Trademark applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, the execution and delivery of this Assignment is an obligation of the Parties to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for \$1.00 (one U.S. dollar) and in consideration of the covenants set forth in the Purchase Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill symbolized by any of the foregoing and all rights and remedies against past, present, and future infringement or other violation thereof, including the goodwill and the portion of the business associated with and symbolized by the Trademarks.
2. Recordation. Assignee shall have the right to record Assignee as the owner of the Assigned Trademarks in the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar.
3. Further Assurances. Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee to effect, register or maintain the Assigned Trademarks.
4. Subject to Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the

terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Binding Effect. The rights and obligations of this Assignment shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Miscellaneous. This Assignment shall be subject to all applicable provisions of Article XIII (Miscellaneous) of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

HURON CONSULTING GROUP INC.

By: 

Name: C. Mark Hussey

Title: Executive Vice President, Chief Operating Officer
and Chief Financial Officer

Acknowledged and Accepted:

ASSIGNEE:

CONSILO, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 005714 FRAME: 0661

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

HURON CONSULTING GROUP INC.

By: _____

Name: C. Mark Hussey

Title: Executive Vice President, Chief Operating Officer
and Chief Financial Officer

Acknowledged and Accepted:

ASSIGNEE:

CONSILIO, INC.

By:  _____

Name: Andrew Macdonald

Title: President

| Trademark | Registration or Application Date | Registration or Application No. | Jurisdiction | Registered Owner |
|--|----------------------------------|---------------------------------|--------------|-----------------------------|
| 1. DELIVERING VALUE DRIVING RESULTS | 4/17/2012 | 4127872 | U.S. | Huron Consulting Group Inc. |
| 2. ICA | 3/8/2011 | 3928873 | U.S. | Huron Consulting Group Inc. |
| 3. IMPACT | 4/19/2011 | 3948929 | U.S. | Huron Consulting Group Inc. |
| 4. KCREATE | 6/10/2014 | 86/304950 | U.S. | Huron Consulting Group Inc. |
| 5. R3CON | 7/26/2011 | 4002028 | U.S. | Huron Consulting Group Inc. |
| 6. SENSIBLE DISPOSITION | 7/23/2015 | 86/702179 | U.S. | Huron Consulting Group Inc. |
| 7. SMARTASSIGN | 5/6/2014 | 86/273224 | U.S. | Huron Consulting Group Inc. |
| 8. V3LOCITY | 9/8/2009 | 3680440 | U.S. | Huron Consulting Group Inc. |
| 9. ICA | 1/7/2009 | 6946388 | CTM | Huron Consulting Group Inc. |
| 10. V3LOCITY | 6/11/2009 | 6382451 | CTM | Huron Consulting Group Inc. |
| 11. V3LOCITY | 11/12/2007 | 1620252 | India | Huron Consulting Group Inc. |