

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consilio, Inc.		01/22/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Consilio, LLC		
Street Address:	1828 L St. NW Suite 1070		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	LIMITED LIABILITY COMPANY: 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		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$215.00 4127872

SIGNATURE:	/atk/
DATE SIGNED:	01/22/2016
Total Attachments: 3 source=Celeste - Trademark Assignment Agreement (from Consilio Inc to Consili #page1.tif source=Celeste - Trademark Assignment Agreement (from Consilio Inc to Consili #page2.tif source=Celeste - Trademark Assignment Agreement (from Consilio Inc to Consili #page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as “**Assignment**”) effective as of January 22, 2016 (“**Effective Date**”), by and between Consilio, Inc. a Delaware corporation having a place of business at 1828 L St. NW Suite 1070, Washington, DC 20036 (the “**Assignor**”) and Consilio, LLC, a Delaware limited liability company having a place of business at 1828 L St. NW Suite 1070, Washington, DC 20036 (the “**Assignee**”). Each of Assignor and Assignee are referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademarks and trademark applications identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the “**Trademarks**”);

WHEREAS, Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademarks and have not abandoned same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks;

NOW, THEREFORE, for \$1.00 (one U.S. dollar), and other good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. Assignor does hereby assign, transfer and convey to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks; together with the goodwill symbolized by said Trademarks, the portion of the business associated with and symbolized by the Trademarks, and all rights and remedies against past, present, and future infringement or other violation thereof.

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 Trademarks.

4. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[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:
CONSILIO, INC.

By: 

Name: Andrew Macdonald
Title: President

Acknowledged and Accepted:

ASSIGNEE:
CONSILIO, LLC

By: 

Name: Andrew Macdonald
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005714 FRAME: 0678

SCHEDULE A

No.	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.