

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384733

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900362306

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goonan Performance Strategies, LLC		01/08/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Navigant Consulting, Inc.
Street Address:	30 S. Wacker Dr
Internal Address:	3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4914274	GPS
Registration Number:	4687454	BALDRIGE AS A BLUEPRINT

CORRESPONDENCE DATA

Fax Number: 3125735678

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.

Phone: 312-583-2688

Email: dawn.cassie@navigant.com

Correspondent Name: Navigant Consulting, Inc.

Address Line 1: 30 S. Wacker Dr

Address Line 2: 3550

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Dawn M. Cassie
SIGNATURE:	/Dawn M. Cassie/
DATE SIGNED:	05/18/2016

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of January 8, 2016 (the "Effective Date"), by and between Goonan Performance Strategies, LLC, a Delaware limited liability company ("Assignor"), and Navigant Consulting, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, logos, and trade names, whether or not registered, including those shown on Schedule A attached hereto (the "Trademarks"), including all applications and registrations thereof, and all goodwill associated with any of the foregoing;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), among Assignee, Assignor, and Kathleen Jennison Goonan, as the sole member of Assignor, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to said Trademarks, the applications and registrations thereof, and all of the goodwill associated with any of the foregoing; and

WHEREAS, pursuant to the Agreement, the Assignee is a successor to the business of the Assignor, or portion thereof, to which the Trademarks pertain, and such business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Contribution of the Trademarks. Assignor hereby contributes, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks, whether or not registered, together with the goodwill of the business in connection therewith in the United States of America and throughout the world, including the right to sue and collect damages for infringement of the Trademarks, whether infringements are now known or later discovered; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives. In order to give full force and effect to this Trademark Assignment, Assignor agrees that Assignee may record this Trademark Assignment with the United States Patent and Trademark Office or with any government agency worldwide whose duty is to register and record ownership of trademarks, and Assignor further agrees to sign any additional documents or assist in the transfer of the Trademarks at Assignee's expense, but for the purpose of clarity, such expense shall not include additional compensation to Assignor.

2. Terms of the Agreement. All the terms of the Agreement are incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, limit or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Agreement or the survival thereof.

3. Governing Law. This Trademark Assignment shall be governed by and construed

in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois. Otherwise, this Trademark Assignment is to be governed by federal law.

4. Recordation. The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other government official throughout the world whose duty is to register and record ownership information of trademarks, to record the Assignee as owner of the Trademarks.

5. Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

6. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when such counterparts have been signed by each of the parties hereto and delivered to each of Assignor and Assignee. Any signature page delivered via fax or electronic mail shall be binding to the same extent as an original signature page. Without limiting the effect of the foregoing, any party who delivers such a signature page shall deliver an original counterpart to any party which requests it.

7. No Oral Modifications. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by (i) Assignor and (ii) Assignee.

8. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Trademark Assignment, as of the day and year first above written.

Assignor:
**GOONAN PERFORMANCE
STRATEGIES, LLC**

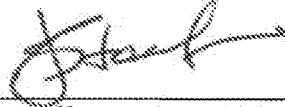


Name: Kathleen Jennison Goonan, M.D.

Title: Sole Member and Manager

[Signature Page to Trademark Assignment]

Assignee:
NAVIGANT CONSULTING, INC.



Name: Jeffrey H. Stoecklein
Title: Vice President, Corporate Development

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005793 FRAME: 0827

SCHEDULE A

1. Baldrige as a Blueprint: Service Mark, Registered February 17, 2015, Int. Cl.: 35, Reg. No. 4,687,454.
2. GPS, Application Ser.l No. 86155375, filed December 13, 2013; Statement of Use filed December 9, 2015.
3. MEASUREMENT MATURITY MODEL
4. PROCESS LITERACY: Application Ser. No. 86155389, abandoned October 10, 2014 after Office Action.