

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM427279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hewitt Associates, LLC		05/01/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Aon Consulting, Inc.		
Street Address:	200 East Randolph Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4841138	ADEPT-15	
Registration Number:	1655024	BENEFIT INDEX	
Registration Number:	4146692	G.A.T.E.	
Registration Number:	2217151	HEWITT	
Registration Number:	2217152	HEWITT	
Registration Number:	3592820	HEWITT	
Registration Number:	3619953	HEWITT	
Registration Number:	4038375	HEWITT ENNISKNUPP	
Registration Number:	4045321	HEWITT ENNISKNUPP	
Registration Number:	4260631	MCLAGAN	
Registration Number:	4773624	SIMPLUS SAVINGS	
Registration Number:	4203589	SOURCESPRINT	
Registration Number:	4238988	TCM ECLIPSE	
Registration Number:	4954231	TOTAL COMPENSATION MEASUREMENT	
Registration Number:	4210787	VIA VOICE, INSIGHT, ACTION	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 816.842.8600
Email: trademark.mpl@stinson.com
Correspondent Name: Stinson Leonard Street LLP
Address Line 1: 150 South 5th Street, Ste 2300
Address Line 2: Cynthia Maust
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	3004686.1541H
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NAME OF SUBMITTER:	Cynthia Maust
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SIGNATURE:	/Cynthia Maust/
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DATE SIGNED:	05/11/2017
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), made effective as of May 1, 2017, is by and between Hewitt Associates, LLC, an Illinois limited liability company with its principal place of business located at 200 East Randolph, Chicago, Illinois ("Assignor"), and Aon Consulting, Inc., a New Jersey corporation with its principal place of business located at 200 E. Randolph, Chicago, Illinois ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on Schedule A and Schedule B hereto (the "Assigned IP");

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by, the trademarks and trademark applications set forth in Schedule A hereto, and Assignee desires to accept all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by, the trademarks and trademark applications set forth in Schedule A hereto; and

WHEREAS, the parties wish to record such assignment in the United States Patent and Trademark Office (in the case of the Assigned Trademarks) and the United States Copyright Office (in the case of the Assigned Copyrights).

NOW, THEREFORE, in consideration of the sum of US\$ 1 (One US Dollar) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives (the "Assigned Trademarks").
2. Assignment of Copyrights. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule B hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect

Schedule B to Assignment

thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyrights").

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and copyright issues, and (ii) in all other respects, including as to validity (except for trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

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IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR
Hewitt Associates, LLC

By: [Signature]

Title: Global Chief Counsel

Date: _____

STATE OF Illinois)
) ss.
COUNTY OF Lake)

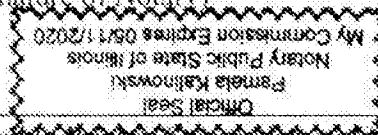
Before me, the undersigned authority, on this 27th day of April, 2017, personally appeared Lauren Zeidel known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Pamela Kalinowski

Notary Public

Pamela Kalinowski

(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

Aon Consulting, Inc.

By: [Signature]

Its: VP & Secretary

Date: 4/27/2017

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

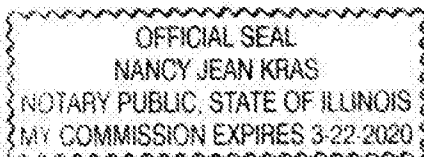
Before me, the undersigned authority, on this 27th day of April, 2017, personally appeared Mary Moore Johnson known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

NANCY JEAN KRAS

Notary Public

[Signature]

(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Schedule A-Trademarks

Mark	Ser. No.	File Date	Reg. No.	Reg. Date
ADEPT-15	86/568,734	3/18/2015	4,841,138	10/27/2015
BENEFIT INDEX	73/794,243	4/19/1989	1,655,024	8/27/1991
G.A.T.E.	85/445,189	10/12/2011	4,146,692	5/22/2012
MCLAGAN	85/581,366	3/27/2012	4,260,631	12/18/2012
RADFORD	10750721	4/11/2012	10750721	3/21/2014
SIMPLUS SAVINGS	86/140,295	12/11/2013	4,773,624	7/14/2015
SOURCESPRINT	85/423,224	9/15/2011	4,203,589	9/4/2012
TCM ECLIPSE	85/429,609	9/22/2011	4,238,988	11/6/2012
TOTAL COMPENSATION MEASUREMENT	86/626,893	5/12/2015	4,954,231	5/10/2016
VIA VOICE, INSIGHT, ACTION and Design	85/213,857	1/10/2011	4,210,787	9/18/2012
OPTISCAN and Design	85/108,680	8/16/2010	4,027,021	9/13/2011
HEWITT	833031	8/13/2008	849336	10/20/2008
HEWITT	1304885	3/10/1998	1304885	8/14/1999
HEWITT	2138308	3/16/1998	1812596	12/7/2000
HEWITT	3038469	10/14/2010	2454077	7/26/2011
HEWITT	870422	2/26/1998	535484	10/23/2000
HEWITT	V00-2008-008591	10/14/2008	IDM000204959	5/22/2009
HEWITT	V00-2008-008590	10/14/2008	IDM000204958	5/22/2009
HEWITT	V00-2008-006705	8/6/2008	IDM000199350	3/31/2009
HEWITT	V00-2008-006707	8/6/2008	IDM000199352	3/31/2009
HEWITT	10-22604	3/18/1998	4492211	7/19/2001

Schedule A to Assignment

HEWITT	98003533	3/23/1998	98003533	9/29/2003
HEWITT	633905	3/13/2001	633905	1/7/2003
HEWITT	199802378	3/17/1998	191797	7/30/1998
HEWITT	Z184623	3/16/1998	R127146	1/9/2001
HEWITT	T9802565F	3/20/1998	T9802565F	9/22/1997
HEWITT	Z-9870337	3/16/1998	9870337	1/21/1999
HEWITT	1998/04447	3/18/1998	1998/04447	11/5/2001
HEWITT	98-003439	3/20/1998	193842	5/12/1999
HEWITT	75/360,523	9/22/1997	2,217,151	1/12/1999
HEWITT	4969-98	3/23/1998	S010312	8/6/1999
Hewitt (Stylized)	75/360,831	9/22/1997	2,217,152	1/12/1999
HEWITT and Design (in Blue Rectangle)	77/461,591	4/30/2008	3,592,820	3/17/2009
HEWITT and Design (in Blue Square)	2791135	12/6/2007	2287670	5/14/2009
HEWITT and Design (in Blue Square)	1214270	12/7/2007	1214270	12/7/2007
HEWITT and Design (in Blue Square)	1375165	12/7/2007	785257	12/17/2010
HEWITT and Design (in Blue Square)	6112	1/23/2008	GGGT141	4/24/2008
HEWITT and Design (in Blue Square)	1628866	12/7/2007	1628866	12/7/2007
HEWITT and Design (in Blue Square)	2007-122464	12/10/2007	5213751	3/13/2009
HEWITT and Design (in Blue Square)	780898	12/6/2007	780898	6/12/2008
HEWITT and	41-2007-	12/11/2007	41-175123	10/2/2008

Schedule A to Assignment

Design (in Blue Square)	32337			
HEWITT and Design (in Blue Square)	63987/2007	12/10/2007	570361	4/10/2008
HEWITT and Design (in Blue Square)	77/203,220	6/11/2007	3,619,953	5/12/2009
HEWITT and Design (in Blue Square)	29061-2007	12/7/2007	8042343	6/17/2009
HEWITT and Design (in Bottom of Blue Rectangle)	799259	12/11/2007	818038	5/29/2008
HEWITT ASSOCIATES	1311346	6/3/1985	1311346	6/3/1985
HEWITT ENNISKNUPP	85/262,852	3/9/2011	4,038,375	10/11/2011
HEWITT ENNISKNUPP (Stylized)	85/282,915	3/31/2011	4,045,321	10/25/2011
HEWITT REM CENTRAL and Design	1254628	7/31/2008	1254628	4/15/2009

Schedule A to Assignment