

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436671

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zeumo, Inc,		07/10/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Advisory Board Company		
<b>Street Address:</b>	2445 M Street, N.W.		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20037		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4355148	ZEUMO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023445232		
<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>			
<b>Phone:</b>	202.808.3570		
<b>Email:</b>	docketing@kelly-ip.com		
<b>Correspondent Name:</b>	David M. Kelly		
<b>Address Line 1:</b>	1919 M Street, N.W., Suite 610		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>NAME OF SUBMITTER:</b>	David M. Kelly		
<b>SIGNATURE:</b>	/David M> Kelly/		
<b>DATE SIGNED:</b>	07/26/2017		
<b>Total Attachments: 5</b>			
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source=Trademark Assignment for ZEUMO Reg. 4355148 (85586723) (715996xD1162)#page2.tif			
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OP \$40.00 4355148

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of July 10, 2015, by ZEUMO, INC., a Delaware corporation with its principal place of business at 1200 Clinton Street, Suite 225, Nashville, TN 37203 ("Assignor"), in favor of THE ADVISORY BOARD COMPANY, a Delaware corporation with its principal place of business at 2445 M Street, NW, Washington, D.C. 20037 ("Assignee").

### Recitals

WHEREAS, Assignor is the sole owner of the trademarks identified on *Schedule A* hereto (the "Trademarks"); and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of July 10, 2015, by and among Assignee, Assignor, Hal Cato, and Michael Burcham, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Trademarks.

### Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including all registrations, applications and common law rights therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties and payments due or payable as of the time of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.
2. Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.
3. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, any and all documents

provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

4. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

5. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures delivered electronically shall be deemed to be the equivalent of original signatures for purposes of this Assignment and any amendments hereto.

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The foregoing assignment of said Trademarks by Assignor to Assignee is hereby accepted as of the date first written above.

ASSIGNEE:

THE ADVISORY BOARD COMPANY

By: [Signature]  
Name: Richard Dyer  
Title: Associate General Counsel and Assistant Secretary

STATE OF Washington DC,  
COUNTY OF District of Columbia

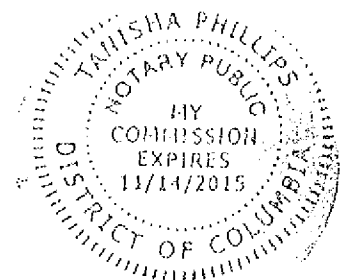
On July 10th, 2015 before me, a Notary Public, personally appeared Richard Dyer, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and, being duly sworn, averred that he is the \_\_\_\_\_ of THE ADVISORY BOARD COMPANY, that he was authorized to sign the instrument on behalf of said company, that he executed the same in his authorized capacity, and that by his signature on the instrument, the company executed the instrument → Associate General Counsel & Assistant Secretary

WITNESS my hand and official seal.

Tanisha Phillips  
Notary Public

My commission expires: 11/14/15

[Notarial Seal]



[Signature Page to Trademark Assignment]



**Schedule A  
to  
Trademark Assignment**

1. Registered trademark with the United States Patent and Trademark Office (serial number 85586723) in the name ZEUMO.
2. The unregistered trademark and service marks in the design of the logo, copyright in the Company software, and the copyright and trade dress in the Company website.

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