

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huron Consulting Group Inc.		06/16/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Deloitte Development LLC		
Street Address:	4022 Sells Drive		
City:	Hermitage		
State/Country:	TENNESSEE		
Postal Code:	37076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4704743	TRIALRX	
Registration Number:	5013806	INTERACTRX	
Registration Number:	4863970	340B GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	212-715-9100		
Email:	kltrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Diane Torniali		
SIGNATURE:	/Diane Torniali/		
DATE SIGNED:	08/28/2017		
Total Attachments: 3			
source=098056_00489_Trademark_Assignment_Agreement#page1.tif			
source=098056_00489_Trademark_Assignment_Agreement#page2.tif			
source=098056_00489_Trademark_Assignment_Agreement#page3.tif			

CH \$90.00 4704743

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of June 16, 2017, by and between Huron Consulting Group Inc., a Delaware corporation ("Assignor"), and Deloitte Development LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Deloitte & Touche LLP, a Delaware limited liability partnership and an affiliate of Assignee ("Buyer"), are parties to that certain Agreement, dated as of June 16, 2017 (as such agreement may from time to time be amended, supplemented or otherwise modified, the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in, to and under the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks.

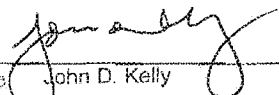
NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, Assignor and Assignee agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment. Subject to and in accordance with the terms of the Purchase Agreement, Assignor hereby transfers, grants, conveys, sells, assigns and relinquishes exclusively to Assignee all of its right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, the right to sue for past, present or future infringement of the Trademarks, and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.
3. Further Assurances. At and from time to time following the Effective Date, Assignor shall take such actions as required by Section 6 (Further Assurances) of the Purchase Agreement in regard to this Agreement.
4. Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.
5. Counterparts; Facsimile Signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.
6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of New York applicable to contracts entered into and to be performed entirely within the State of New York, without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Agreement as of the date first above written.

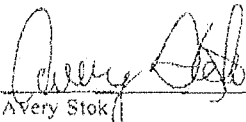
ASSIGNOR:

HURON CONSULTING GROUP INC.

By: 
Name: John D. Kelly
Title: EVP, CFO and Treasurer

ASSIGNEE:

DELOITTE DEVELOPMENT LLC

By: 
Name: Avery Stok
Title: President

[Signature Page to Trademark Assignment Agreement]

Schedule A

Trademarks

1. TrialRx (Reg. No. 4,704,743)
2. InteractRX (Reg. No. 5,013,806)
3. 340B Guardian (Reg. No. 4,863,970)