

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Advisory Board Company		11/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAB Global, Inc. (f/k/a Avatar Purchaser, Inc.)		
Street Address:	2445 M St, NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4785978	EAB	
Registration Number:	5100982	STUDENT SUCCESS COLLABORATIVE	
Serial Number:	86968074	EAB	
Serial Number:	87296535	STUDENT SUCCESS OPERATING SYSTEM	
Serial Number:	87296549	STUDENT SUCCESS OS	
Serial Number:	87296540	SSOS	
Serial Number:	87449419	SSMS	
Serial Number:	87449371	STUDENT SUCCESS MANAGEMENT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38123-317		
NAME OF SUBMITTER:	Susan Zablocki		

CH \$215.00 4785978

SIGNATURE:	/susan zablocki/
DATE SIGNED:	11/17/2017
Total Attachments: 6 source=Project Avatar - Trademark Assignment Agreement (Executed)_ (50203135_2)#page1.tif source=Project Avatar - Trademark Assignment Agreement (Executed)_ (50203135_2)#page2.tif source=Project Avatar - Trademark Assignment Agreement (Executed)_ (50203135_2)#page3.tif source=Project Avatar - Trademark Assignment Agreement (Executed)_ (50203135_2)#page4.tif source=Project Avatar - Trademark Assignment Agreement (Executed)_ (50203135_2)#page5.tif source=Project Avatar - Trademark Assignment Agreement (Executed)_ (50203135_2)#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of November 17, 2017, is by and between The Advisory Board Company, a Delaware corporation ("Assignor"), and EAB Global, Inc. (f/k/a Avatar Purchaser, Inc.), a Delaware corporation ("Assignee" and, together with Assignor, the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase Agreement, dated as of August 28, 2017 (as may be amended, modified or supplemented, the "Purchase Agreement"), pursuant to which Assignor desires to assign, transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in and to the Assigned Trademarks (as defined below).

NOW, THEREFORE, in consideration of the foregoing recital, the covenants and agreements set forth in this Trademark Assignment and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound by this Trademark Assignment, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks. For purposes of this Trademark Assignment, "Assigned Trademarks" means the trademark registrations and trademark applications listed on Schedule 1 hereto and all issuances, extensions, and renewals thereof, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and the goodwill connected with the use of and symbolized by the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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 or payments due or payable as of the effective date of this Trademark Assignment or thereafter with respect to the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned 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 Assignee's successors, assigns or other legal representatives.
2. Recordation. Assignor hereby requests and authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record Assignee as the owner of the Assigned Trademarks, as the assignee of the entire right, title and interest of Assignor in and to the same. Assignee shall have the right to record this Trademark Assignment with all applicable governmental authorities so as to perfect its ownership of the Assigned Trademarks.
3. Disclaimer of Representations and Warranties. EXCEPT AS AND TO THE EXTENT SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNEE (ON BEHALF OF ITSELF AND EACH OF ITS SUBSIDIARIES) UNDERSTANDS AND AGREES THAT ASSIGNOR

(ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES IN ANY WAY PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ASSIGNED TRADEMARKS, INCLUDING THE NONINFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS. NOTHING IN THIS SECTION SHALL EXPAND, LIMIT OR OTHERWISE MODIFY ANY WARRANTIES, RIGHTS, OR OBLIGATIONS UNDER THE PURCHASE AGREEMENT.

4. Terms of the Purchase Agreement. This Trademark Assignment is being delivered pursuant to the Purchase Agreement and is subject to the representations, warranties, conditions, limitations, covenants and agreements in the Purchase Agreement. Each Party acknowledges and agrees that the representations, warranties, conditions, limitations, covenants and agreements in the Purchase Agreement shall not be superseded by this Trademark Assignment and shall remain in full force and effect to the full extent provided therein. The rights and remedies of each Party under the Purchase Agreement shall not be deemed to be enlarged, modified or in any way altered by the terms of this Trademark Assignment. For the avoidance of doubt, (a) nothing in this Trademark Assignment shall expand any of the rights of the Parties under Article VIII of the Purchase Agreement and (b) nothing in this Trademark Assignment shall narrow the scope of or limit in any way any provision of Article VIII of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall prevail.

5. Further Assurances. Assignor shall provide Assignee, Assignee's successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's written request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation as may be reasonably required) in the implementation or perfection of this Trademark Assignment in all applicable jurisdictions throughout the world.

6. Miscellaneous.

(a) Certain Definitions. Each capitalized term used but not defined in this Trademark Assignment has the meaning given to it in the Purchase Agreement.

(b) Governing Law. This Trademark Assignment and all claims or causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) that may be based on, arise out of or relate to this Trademark Assignment or the negotiation, execution, performance, consummation or subject matter of this Trademark Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any principles of conflict of laws that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

(c) Jurisdiction and Venue. All claims or causes of action arising from, under or in connection with this Trademark Assignment shall be raised to and exclusively determined by the

Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware, each such court to whose jurisdiction and venue the Parties unconditionally consent and submit. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any claims or causes of action arising out of this Trademark Assignment in such court and hereby further irrevocably and unconditionally waives and agree not to plead or claim in any such court that any such claim or cause of action brought in any such court has been brought in an inconvenient forum.

(d) Counterparts. This Trademark Assignment may be executed in one (1) or more counterparts (including by means of email in .pdf format), all of which shall be considered one and the same agreement, and shall become effective when one (1) or more counterparts have been signed by each Party and delivered to the other Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

THE ADVISORY BOARD COMPANY


By: 
Name: Robert Musslewhite
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006208 FRAME: 0967

ASSIGNEE:

EAB GLOBAL, INC.

By: 
Name: Michael E. Fosnaugh
Title: President

SCHEDULE 1
ASSIGNED TRADEMARKS

1. Trademarks.

Trademark	Registration Number	Registration Date
EAB (US)	4785978	8/4/2015
STUDENT SUCCESS COLLABORATIVE (US)	5100982	12/13/2016
EAB (EU/WIPO)	1345567	10/6/2016

2. Trademark Applications.

Trademark Applied For:	Application Filing Date	Application Serial No.
EAB (US)	April 7, 2016	86/968,074
EAB (CA)	October 7, 2016	1803885
EAB (AU)	October 6, 2016 (priority date April 7, 2016)	AU1846989 IR1345567
EAB (NZ)	October 6, 2016 (priority date April 7, 2016)	NZ1067409 IR1345567
EAB (WO)	October 6, 2016	IR1345567
EAB (EU)	October 6, 2016	IR1345567
Student Success Operating System (US)	January 11, 2017	87/296,535
Student Success OS (US)	January 11, 2017	87/296,549
SSOS (US)	January 11, 2017	87/296,540
SSMS (US)	May 15, 2017	87/449,419
Student Success Management System (US)	May 15, 2017	87/449,371