

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navigant Consulting, Inc.		08/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Thoreau Holdco, LLC		
Street Address:	485 Lexington Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1620333	AMDC	
Registration Number:	2475604	AMDC	
Registration Number:	3618750	CHICAGO P RTNERS	
Registration Number:	3801921	PACE	
Registration Number:	3053938	PACEWEB	
Registration Number:	3853227	IGNITED DISCOVERY	
Registration Number:	2785980	SOLUTIONS IN HEALTHCARE REAL ESTATE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25715-3		
NAME OF SUBMITTER:	Michelle Nowicki		

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SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	08/24/2018
Total Attachments: 4 source=Patent Trademark Assignment Agreement - Thoreau (Executed)#page1.tif source=Patent Trademark Assignment Agreement - Thoreau (Executed)#page2.tif source=Patent Trademark Assignment Agreement - Thoreau (Executed)#page3.tif source=Patent Trademark Assignment Agreement - Thoreau (Executed)#page4.tif	

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this “**Agreement**”) is made as of August 23, 2018 by and between Navigant Consulting, Inc., a Delaware corporation (“**Assignor**”), and Thoreau Holdco, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor and Ankura Consulting Group, LLC, a Delaware limited liability company (“**Buyer**”), entered into that certain Equity Purchase Agreement, dated June 23, 2018 (as amended, modified, supplemented or restated from time to time, the “**Purchase Agreement**”), whereby Assignor agreed to sell, convey, assign and transfer to Buyer, and Buyer agreed to purchase and accept, all of Seller’s right, title and interest in and to the equity interests or shares, respectively, in Assignee and Navigant Consulting (Europe) Limited, a private limited company incorporated in England and Wales (the “**Transaction**”); and

WHEREAS, prior to the closing of the Transaction, Assignor is to, and is to cause its applicable Affiliates to transfer, convey, assign and deliver all of Assignor’s right, title and interest in the Assigned Intellectual Property (as defined below) to Assignee in furtherance of the Transaction and consistent with that certain Contribution Agreement dated as of August 24, 2018, by and between Assignor and Assignee.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to the Assignee all of the Assignor’s worldwide right, title and interest in and to (i) the patents and trademarks, whether registered or not, listed on Schedule “A” (the “**Assigned Intellectual Property**”), (ii) all rights of any kind whatsoever of Assignee accruing under any of the forgoing provided by the law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (iii) any and all royalties, fees, income or payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing, (iv) any and all goodwill associated with the foregoing, and (v) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation or violation with the right to sue and to collect, or otherwise recover, any such damages for the same.

2. The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon the request of the Assignee, or otherwise as the Assignee may direct. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, any separate country-specific short-form assignment documents, any powers of attorney or other documents for purposes of effecting, evidencing, recording or perfecting the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

3. This Agreement shall enure to the benefit of, and be binding on, the parties hereto and their respective successors and permitted assigns.

4. All capitalized terms used but not defined in this Agreement have the respective meanings ascribed to such terms in the Purchase Agreement.

5. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

6. This Agreement, and the formation, termination or validity of any part of this Agreement, shall in all respects be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would result in the application of the Laws of any jurisdiction other than the State of Delaware.

7. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party hereto may send a copy of its original signature on the execution page hereof to the other party hereto by facsimile, e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Navigant Consulting, Inc.

Thoreau Holdeo, LLC

By: Julie M. Howard
Name: Julie M. Howard
Title: Chairman and Chief
Executive Officer

By: Julie M. Howard
Name: Julie M. Howard
Title: President

[Signature Page to Patent and Trademark Assignment Agreement]

TRADEMARK
REEL: 006422 FRAME: 0195

SCHEDULE "A"

1. Patents:

Title	Owner of Record	Jurisdiction	Application /Registration/Issue Number	Application /Registration / Issue Date
NativeReveal (System and Method for Revealing Hidden Information in Electronic Documents)	Navigant Consulting, Inc.	U.S.	9,514,112	12/6/16

2. Trademarks:

Title	Owner of Record	Jurisdiction	Application / Registration / Issue Number	Application / Registration / Issue Date
AMDC	Navigant Consulting, Inc.	U.S.	1620333	Registered 10/30/1990
AMDC (Design Mark)	Navigant Consulting, Inc.	U.S.	2475604	Registered 8/7/2001
CHICAGO P^RTNERS (Design Mark)	Navigant Consulting, Inc.	U.S.	3618750	Registered 5/12/2009
PACE (Design Mark)	Navigant Consulting, Inc.	U.S.	3801921	Registered 6/15/2010
PACEWEB	Navigant Consulting, Inc.	U.S.	3053938	Registered 1/31/2006
IGNITED DISCOVERY (Design Mark)	Navigant Consulting, Inc.	U.S.	3853227	Registered 9/28/2010
SOLUTIONS IN HEALTHCARE REAL ESTATE	Navigant Consulting, Inc.	U.S.	2785980	Registered 11/25/2003