

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525862

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		12/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Press Ganey Associates, Inc.		
Street Address:	404 Columbia Place		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46601		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4409936	IROUND	
Registration Number:	2531609	ACTIVESTRATEGY	
Registration Number:	2672771	ACTIVESTRATEGY ENTERPRISE	
Registration Number:	2531608	ACTIVESTRATEGY	
CORRESPONDENCE DATA			
Fax Number:	3127155155		
<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:	312-715-5000		
Email:	tm-dept@quarles.com, julie.hughes@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	300 N. LaSalle Street, Suite 4000		
Address Line 2:	Omotara Akinwande		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	153586.00288		
NAME OF SUBMITTER:	Omotara Akinwande		
SIGNATURE:	/Omotara Akinwande/		
DATE SIGNED:	05/31/2019		
Total Attachments: 5			

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into and effective as of December 24, 2018 by and between The Advisory Board Company, a Delaware corporation ("Seller"), and Press Ganey Associates, Inc., an Indiana corporation ("Buyer")

RECITALS

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement");

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 2.4 of the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment of Trademarks. For true and lawful consideration paid to it by Buyer, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby accepts from Seller, all right, title and interest in and to the trademarks on Exhibit A hereto (the "Trademarks"), along with all of Seller's interest in income, royalties, damages and payments accrued, due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world), in accordance with the Purchase Agreement.

2. Acknowledgement and Authorization. Seller hereby acknowledges and agrees that from and after the date hereof, Buyer shall be the exclusive owner of the Trademarks. Seller hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Buyer as the owner of the Trademarks.

3. Further Assurances. Each party hereto shall take, or cause to be taken, such actions, or execute and deliver, or cause to be executed and delivered, to the other party such other agreements or instruments, in each case as the other party may reasonably request, as reasonably necessary to more effectively consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery to Buyer of the Trademarks as contemplated under the Purchase Agreement. Seller further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Buyer, Seller will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Buyer's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Buyer is unable for any reason whatsoever to secure the necessary signatures to any document Seller is required to execute pursuant to the foregoing, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents power of attorney to execute and file any such document and to do

all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Seller. This power of attorney will be deemed coupled with an interest and will be irrevocable.

4. Conflict with the Purchase Agreement. In the event of a conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

5. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 7.4 of the Purchase Agreement.

6. Enforceability. If any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not impede any other provision hereof.

7. Amendments. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding any rule or principle that might refer to the governance or the construction of this Assignment to the Laws of another jurisdiction.

10. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

SELLER

THE ADVISORY BOARD COMPANY

By: 

Name: Robert W. Musslewhite

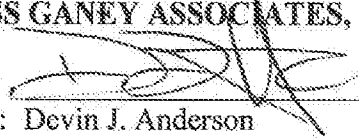
Its: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

TRADEMARK
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BUYER

PRESS GANEY ASSOCIATES, INC.

By: 
Name: Devin J. Anderson
Its: General Counsel and Corporate Secretary

[Signature Page to Assignment of Trademarks]

**TRADEMARK
REEL: 006658 FRAME: 0648**

EXHIBIT A

Trademark	Registration No.	Registration Date	Grantor
iRound (US)	4409936	10/1/2013	The Advisory Board Company
iRound (Canada)	TMA916645	10/9/2015	The Advisory Board Company
iRound (Europe)	011245743	3/6/2013	The Advisory Board Company
ActiveStrategy & Design (US)	2531609	1/22/2002	The Advisory Board Company
ActiveStrategy Enterprise (US)	2672771	1/7/2003	The Advisory Board Company
ActiveStrategy (US)	2531608	1/22/2002	The Advisory Board Company