

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM570372

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Press Ganey Associates, Inc.		12/31/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Press Ganey Associates LLC		
<b>Street Address:</b>	404 Columbia Place		
<b>City:</b>	South Bend		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46601		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2531608	ACTIVESTRATEGY	
Registration Number:	2531609	ACTIVESTRATEGY	
Registration Number:	2672771	ACTIVESTRATEGY ENTERPRISE	
Registration Number:	4744415	BLG	
Registration Number:	3093258	BRIGHT IDEAS MANAGER	
Registration Number:	4610909	COMMUNITY INSIGHTS	
Registration Number:	4915424	COMPASSIONATE CONNECTED CARE	
Registration Number:	2681835	FIRST PERSON	
Registration Number:	4470325	GUARDIAN OF EXCELLENCE AWARD	
Registration Number:	3649579	HOT COMMENTS	
Registration Number:	2505910	INFOEDGE	
Registration Number:	2570703	INFOTURN	
Registration Number:	4409936	IROUND	
Registration Number:	4937166	LISTEN-LEARN-LEAD	
Registration Number:	3401607	NATIONAL DATABASE OF NURSING QUALITY IND	
Registration Number:	2804641	NDNQI	
Registration Number:	4890332	NDNQI A PRESS GANEY SOLUTION	
Registration Number:	3519932	NDNQI AWARD FOR OUTSTANDING NURSING QUAL	
Registration Number:	5633639	NURSING EXCELLENCE SOLUTION	

CH \$790.00 2531608

Property Type	Number	Word Mark
Registration Number:	1682891	PARTNERS IN QUALITY
Registration Number:	1795361	PARTNERS IN QUALITY
Registration Number:	4994250	PINNACLE OF EXCELLENCE AWARD
Registration Number:	2228347	PRESS GANEY
Registration Number:	4021466	PRESS GANEY
Registration Number:	5842759	PRESS GANEY
Registration Number:	5196149	PRESS GANEY DATA INTEGRITY CERTIFIED
Registration Number:	4248784	PRESS GANEY IMPROVEMENT PORTAL
Registration Number:	4270686	QUALITY PERFORMER
Registration Number:	3126796	SOLUTIONS STARTER
Registration Number:	3439221	SOLUTIONS STARTERS
Registration Number:	3348013	SUCCESS STORY AWARD

#### CORRESPONDENCE DATA

**Fax Number:** 3127155155

***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.***

**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:** Nicole Murray

**Address Line 4:** Chicago, ILLINOIS 60654

<b>NAME OF SUBMITTER:</b>	Nicole M. Murray
<b>SIGNATURE:</b>	/Nicole M. Murray/
<b>DATE SIGNED:</b>	04/03/2020

#### Total Attachments: 9

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source=Articles of Conversion - Press Ganey#page8.tif

State of Indiana  
Office of the Secretary of State

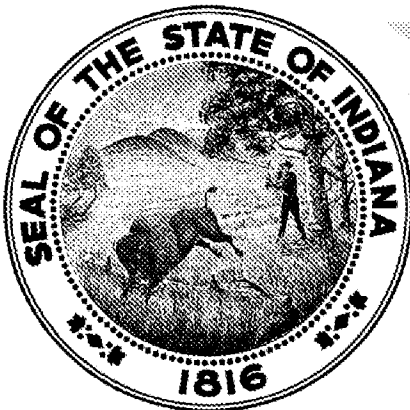
Certificate of Conversion  
of  
**PRESS GANEY ASSOCIATES INC**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Conversion of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

The name following said transaction will be:

**PRESS GANEY ASSOCIATES LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, December 31, 2019.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 31, 2019

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

198508-318 / 8474031

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



# ARTICLES OF CONVERSION DOMESTIC ENTITIES

State Form 58358 (R4 / 6-19)

Indiana Code 23-0.5-9-49  
23-0.6-4-5

FILING FEE: \$30.00

The undersigned, desiring to convert and entity's type of entity pursuant to the provisions of Indiana Code 23-0.6-4, executes the following Articles of Conversion.

## ARTICLE I - NAME AND JURISDICTION OF ENTITY

### SECTION 1: Name of the entity (The name must meet the requirements of Indiana Code 23-0.5-3-1.)

a. The name of the entity immediately before filing these Articles of Conversion  
Press Ganey Associates, Inc.

b. The name of the entity immediately after filing these Articles of Conversion  
Press Ganey Associates LLC

### SECTION 2: Entity type (Example: corporation, limited liability company, etc.)

a. The entity type of the entity immediately before filing these Articles of Conversion  
Corporation

b. The entity type of the entity immediately after filing these Articles of Conversion  
Limited Liability Company

### SECTION 3: Jurisdiction

a. The jurisdiction of formation of the entity immediately before filing these Articles of Conversion  
Indiana

b. The jurisdiction of formation of the entity immediately after filing these Articles of Conversion  
Indiana

## ARTICLE II - EFFECTIVE DATE

Effective date of the Articles of Conversion (month, day, year) (The effective date may not be more than ninety (90) days after the date the Articles of Conversion were filed.)  
December 31, 2019, at 11:59 p.m.

## ARTICLE III - PUBLIC ORGANIC RECORD

Please complete either a. or b. below.

a. If, after the conversion becomes effective, the entity will become a domestic entity, please attach the entity's public organic record (defined in IC 23-0.5-1.5-33) as required by Indiana Code 23-0.6-4-5(b)(5) and designate it "Exhibit A." The public organic record should be the initial filing form (For example: Articles of Incorporation) for the domestic entity that will exist after these Articles of Conversion are filed.

b. If, after the conversion becomes effective, the entity will become a foreign entity, please provide an address and e-mail address to which the Secretary of State may send any process served on the Secretary of State under Indiana Code 23-0.5-4-6(e).

Number and street	City	State	ZIP code
E-mail address			

## ARTICLE IV - REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to [INBIZ.in.gov](http://INBIZ.in.gov).

Provide either commercial registered agent or noncommercial registered agent information below.

☒ Commercial registered agent      Name of registered agent (Do not provide address.)  
CORPORATION SERVICE COMPANY

OR

☐ Noncommercial registered agent      Name of registered agent

Address (number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)	City	State IN	ZIP code
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(OPTIONAL) E-mail address of the registered agent at which the registered agent will accept electronic service of process

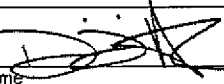
☒ By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Conversion has consented to the appointment of Registered Agent.

ARTICLE V - APPROVAL

This conversion was approved in accordance Indiana Code 23-0.6.

In Witness Whereof, the undersigned duly authorized representative of the entity executes these Articles of Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true, this 27 day of December, 2019.

Signature



Printed name

Devin J. Anderson

Title

Secretary

**EXHIBIT A**

**ARTICLES OF ORGANIZATION  
OF  
PRESS GANEY ASSOCIATES LLC**

The undersigned, acting as the Organizer of a limited liability company under the Indiana Business Flexibility Act, as amended (the "Act"), hereby adopts these Articles of Organization for Press Ganey Associates LLC (the "Company");

**ARTICLE I.**

Name

The name of the Company is Press Ganey Associates LLC.

**ARTICLE II.**

Principal Office

The principal office of the Company is located at 404 Columbia Place, South Bend, IN, 46601, USA.

**ARTICLE III.**

Registered Office and Registered Agent

The street address of the registered office of the Company in the State of Indiana is [REDACTED], and the name of the registered agent of the Company at the registered office is CORPORATION SERVICE COMPANY. The undersigned represents that the registered agent named in these Articles has consented to his appointment as registered agent.

**ARTICLE IV.**

Purpose

The purpose of the Company shall be to conduct any and all lawful business and activities for which limited liability companies may be organized under the Act.

**ARTICLE V.**

Duration

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Act, the duration of the Company shall be perpetual.

## ARTICLE VI.

### Member Management

The Company is to be managed by its Member(s) in accordance with the Company's Operating Agreement and the Act.

## ARTICLE VII.

### Transferability

A Member of the Company may transfer his, her or its interest in the Company in accordance with the provisions of the Company's Operating Agreement and the Act.

## ARTICLE VIII.

### Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member, Organizer or officer of the Company (any such Member, Organizer or officer and any responsible officers, partners, shareholders, members, directors, or managers of such Member or Organizer which is an entity, hereinafter being referred to as an "Indemnified Person") made a Party (as hereinafter defined) to any Proceeding (as hereinafter defined) because such Person (as hereinafter defined) is or was a Member, Organizer or officer of the Company (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all Liability (as hereinafter defined) incurred by such Person in connection with any Proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such Person is permissible in the circumstances because the Person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable Expenses (as hereinafter defined) incurred by such a Person in connection with any such Proceeding in advance of final disposition thereof if (i) the Person furnishes the Company a written affirmation of the Person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the Person furnishes the Company a written undertaking, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that such Person did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify any such Person who is wholly successful, on the merits or otherwise, in the defense of any such Proceeding, as a matter of right, against

reasonable Expenses incurred by the Person in connection with the Proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Person for indemnification or advancement of Expenses, as the case may be, the Company shall expeditiously determine whether the Person is entitled thereto in accordance with this Article. The indemnification and advancement of Expenses provided for under this Article shall be applicable to any Proceeding arising from acts or omissions occurring before or after the adoption of this Article. Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of these Articles of Organization inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any Proceeding relating to any such matters which would have given rise to a right of indemnification or right to be paid Expenses pursuant to this Article VIII, if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was an Indemnified Person as defined in paragraph (a) of this Article.

(c) Indemnification of a Person is permissible under this Article only if (i) such Person conducted himself, herself or itself in good faith, (ii) such Person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such Liability is the result of the Person's willful misconduct, recklessness, or any improperly obtained financial or other benefit to which the Person was not legally entitled. The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible shall be made by the Member or, in the case of a determination as to the Member, by independent special legal counsel selected by the Member.

(e) Any Indemnified Person who is a Party to a Proceeding may apply for indemnification from the Company to the court, if any, conducting the Proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a Proceeding in which the Person is wholly successful, on the merits or otherwise, the Person is entitled to indemnification under this Article, in which case the court shall order the Company to pay the Person his, her or its reasonable Expenses incurred to obtain such court ordered indemnification; or



(ii) The Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) A Person is considered to be serving an employee benefit plan at the Company's request if the Person's duties to the Company also impose duties on, or otherwise involve services by, the Person to the plan or to participants in or beneficiaries of the plan. Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(h) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of Expenses to any such Person or any Person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance Expenses to any Person. It is the intent of this Article to provide indemnification to such a Person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(i) For purposes of this Article:

(i) The term "Expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "Liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.

(iii) The term "Party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding.

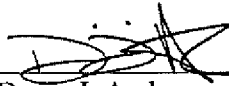
(iv) The term "Person" includes any natural person and any type of legal entity. The estate or personal representative of a natural person Entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as such natural person.

(v) The term "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(i) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Article, or both, against any Liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such Person against such Liability.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, these Articles of Organization have been executed by the undersigned, as Organizer of the Company, this 27<sup>th</sup> day of December, 2019, to be effective at 11:59 p.m., Indianapolis time, on December 31, 2019.

  
Devin J. Anderson, Organizer

[Signature Page to Articles of Organization (Press Ganey Associates LLC)]