

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven Shulman		07/27/2020	INDIVIDUAL:
B3i Analytics, LLC		07/27/2020	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Huron Consulting Group Inc.		
Street Address:	550 West Van Buren Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87809003	B3I ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
<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:	3123571313		
Email:	jrohrer@btlaw.com		
Correspondent Name:	Melissa A. Vallone		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	40130-324134		
NAME OF SUBMITTER:	Melissa A. Vallone		
SIGNATURE:	/mvallone/		
DATE SIGNED:	08/18/2020		
Total Attachments: 4			
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OP \$40.00 87809003

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT ("Assignment"), effective as of July 31, 2020, ("Effective Date") is entered into by and among **B3i Analytics, LLC**, a New Hampshire limited liability company, ("**B3i**"), Steven Shulman, in his individual capacity and as sole Member of B3i Analytics, LLC ("**Shulman**"), with B3i and Shulman together being "Assignor", and **Huron Consulting Group Inc.**, a Delaware corporation, being "Assignee". Each of Assignor and Assignee is referred to herein as a "Party" and collectively as the "Parties". All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below) and its Annex 1.

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement, dated as of July 20, 2020 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee (or Assignee's designee) all of Assignor's rights, title and interests in and to the Intellectual Property set forth on Schedule 1 hereto (collectively, the "Assigned Intellectual Property"); and

WHEREAS, the execution and delivery of this Assignment is an obligation of the Parties to consummate the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the covenants set forth in the Purchase Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance.

(a) Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to the trademarks set forth on Schedule 1 or variations thereof (the "Trademarks"), together with (i) the goodwill of the business symbolized by the Trademarks, (ii) Assignor's entire right, title and interest in and to any and all registrations of the Trademarks heretofore granted or applied for, (iii) any and all common law rights to the Trademarks in the United States and any state thereof and in any country in the world, and (iv) any and all claims and demands Assignor may have either at Law or in equity arising out of any past infringements.

(b) Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, interest and goodwill in or associated with the domain names set forth on Schedule 1 ("Domain Names") and all internet domain names, subdomains, URLs, website names, social media site names, user names, handles, email addresses, log-in names, passwords, pin numbers, customer numbers, and the like, or other account information necessary to access, transfer, use and update all of the foregoing, presently used or owned by Assignor (collectively "Net Names") and agrees to cooperate with Assignee, take all reasonably necessary actions, and follow Assignee's reasonable instructions in order to effectuate the full transfer of rights and control of the Domain Names and Net Names in a timely manner, including, but not limited to, signing or providing additional transfer documentation required by service providers and completing any online processes to effectuate such transfer.

(c) Assignor hereby grants, sells, assigns and transfers to Assignee all right, title and interest in and to the Patent Registrations set forth on Schedule I, all priority rights thereto, all continuations, continuations-in-part, divisions, reexaminations and reissues thereof, all letters patent that issue therefrom, and in and to the inventions described and claimed therein, together with the right to recover past, present and future damages for all infringements thereof and all ideas, know-how, analyses, recommendations, processes, information, drawings, documents, designs, models, inventions, copyrightable material, data and documentation of other tangible or intangible materials authored, produced, created, made, delivered, conceived or reduced to practice in whole or in part, which is materially related to the Patent Registrations.

(d) Assignor hereby grants, sells, assigns and transfers to Assignee all Assignor's right, title and interest in and to all content, software, materials and data associated with the Business, as defined in the Purchase Agreement, including but not limited to all documentation, including documents of other tangible and intangible materials authored, produced, created, made, delivered, conceived or reduced to practice in whole or in part, which is related to Software, object and source code listings, together with all processes, inventions, Trade Secrets, computer programs, computer systems, designs, specifications, ideas, analyses, formulae, know how, technologies, methods, recipes, formulations, packaging designs, and other processes or proprietary information, and revisions and/or derivatives to all of the foregoing which are used in connection with the Business, including the works identified on Schedule I (the "Works"), including the copyright therein and all rights in the Works provided by Law, including but not limited to all revisions and/or derivatives thereto, including any copyrights therein, in all languages and in all forms now known or later developed, including but not limited to electronic formats from which the Works can be perceived, reproduced, or otherwise communicated either directly or with the aid of a machine or device for the full term of copyright, and all renewals and extensions thereof throughout the world.

2. Recordation. Assignee shall have the right to record Assignee as the owner of the Assigned Intellectual Property in the United States Patent and Trademark Office and any applicable foreign Governmental Authority or registrar.

3. Further Assurances. Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee to effect, register or maintain the Assigned Intellectual Property.

4. Subject to Purchase Agreement. Assignor and Assignee acknowledge and agree that 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. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Binding Effect. The rights and obligations of this Assignment shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Miscellaneous. This Assignment shall be subject to all applicable provisions of Article XIII (General Matters) of the Purchase Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the Effective Date f by their respective duly authorized signatories.

ASSIGNOR:

Steven Shulman, in his individual capacity and as sole member of B3i Analytics, LLC

By: [Signature]

B3i Analytics, LLC

By: [Signature]
Name: Steven Shulman
Title: Sole and Managing Member

Acknowledged and Accepted:

ASSIGNEE:

HURON CONSULTING GROUP INC.

By: [Signature]
7EE400AAFA1F4F4...

Name: C. Mark Hussey

Title: President and COO

THE STATE OF NEW HAMPSHIRE

County of Grafton

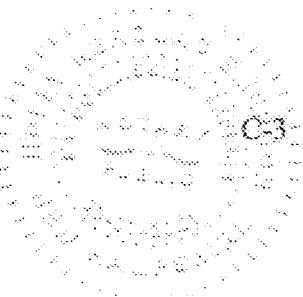
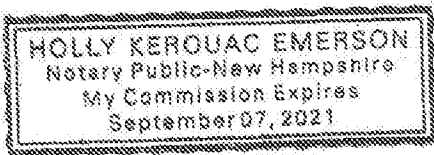
This instrument was executed before me on this 27th day of July, 2020, by Steven M. Shulman, the sole and managing member of B3i Analytics, LLC, a New Hampshire limited liability company.

Notary Public in and for the State/ of New Hampshire

[Signature]

Holly K. Emerson
Printed or Typed Name of Notary

My commission expires 9-7-21



SCHEDULE 1
to Assignment of Intellectual Property Rights Agreement

Trademarks:

B3i

B3i Analytics

The Shulman Solution

Any trademarks, trade names, slogans or logos used in the Business

Domain Names:

<https://b3ianalytics.com/>

Patent Registrations:

US Patent 8271372—system and method for econometrically-based grant management—issued to Steven M. Shulman on September 18, 2012

Works:

The Software solution currently referred to as B3i or B3i Analytics

All documentation, including user and technical manuals related to such Software

Content of the website found at the Domain Names above

Content of any and all marketing material, promotional material, client material prepared in or used in connection with the Business

All data collected or developed in the operation of the Business