

06-05-2001



5-25-01

101740241
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of:

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2104838"/>	<input type="text" value="2080406"/>	<input type="text" value="2031322"/>
<input type="text" value="2029397"/>	<input type="text" value="2082639"/>	<input type="text" value="2085109"/>
<input type="text" value="2029406"/>	<input type="text" value="2029403"/>	<input type="text" value="2104863"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Peter F. Weinberg, #40,866
Name of Person Signing

Peter F. Weinberg
Signature

25 May 2001
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

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2049074	2052576	<input type="text"/>
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02-16-2001



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02-02-2001

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

2-2-01

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
10 31 1997

Conveying Party

Mark if additional names of conveying parties attached

Name The Advisory Board Company

Execution Date
Month Day Year
12 00 00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Maryland

Receiving Party

Mark if additional names of receiving parties attached

Name The Corporate Express Board Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2000 Pennsylvania Avenue NW

Address (line 2) _____

Address (line 3) Washington DC 20006
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

02/15/2001 6TON11 00000192 2104838

FOR OFFICE USE ONLY

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01 FC:401 40.00 OP
02 FC:402 325.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

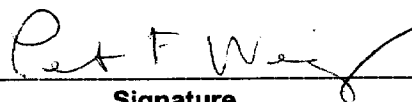
Authorization to charge additional fees: Yes No

Statement and Signature

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Peter F. Weinberg, #40,866

Name of Person Signing



Signature

1/25/01

Date Signed

**REGISTRATION FORM COVER SHEET
CONTINUATION
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FORM PTO-1618C
Expires 06/30/99
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Patent and Trademark Office
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DBA/AKA/TA

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2049074	2052576	<input type="text"/>
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement"), is made as of December 28, 2000 ("Signature Date") and effective as of October 31, 1997 (the "Effective Date"), by and between The Advisory Board Company, a Maryland corporation having its principal business address at The Watergate, 600 New Hampshire Avenue, NW, Washington, DC 20037 (the "Advisory Board"), and The Corporate Executive Board Company, a Delaware corporation having its principal business address at 2000 Pennsylvania Avenue NW, Washington, DC 20006 ("CEB").

WITNESSETH:

WHEREAS, prior to October 31, 1997, CEB was operated as a division of the Advisory Board, and thereafter CEB became a separate legal entity;

WHEREAS, the Advisory Board is listed in United States Patent and Trademark Office records as the owner of certain registered trademarks, listed below in Section I of this Agreement, which were registered prior to October 31, 1997 and which both before and since that time have been used in the ordinary course of business by CEB;

WHEREAS, by virtue of the intent of the parties and CEB's continued use of the trademarks, CEB has certain rights to these marks, but requires written documentation of its rights for purposes filing with the United States Patent and Trademark Office and enforcement against infringement by third parties, if any;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1

Definition of Trademarks to be Assigned

The term Trademarks, when capitalized, as used in this Agreement shall mean the following trademarks registered in the United States Patent and Trademark Office, for all classes and goods and services of use in which the Advisory Board possesses any right, title or interest, and shall mean all other rights, title and interest in the marks listed below as the Advisory Board possesses under common law or any other law or custom of the United States or any country, worldwide:

Marks	United States Patent and Trademark Office Registration Numbers
BUSINESS BANKING BOARD	2104838; 2080406
CORPORATE LEADERSHIP COUNCIL	2031322; 2029397

Marks	United States Patent and Trademark Office Registration Numbers
CORPORATE STRATEGY BOARD	2082639; 2085109
COUNCIL ON FINANCIAL COMPETITION	2029406; 2029403
INSURANCE ADVISORY BOARD	2104863; 2080407
OPERATIONS AND TECHNOLOGY COUNCIL	2029399; 2029401
THE VIP FORUM	2049074; 2052576

SECTION 2

Assignment

The Advisory Board hereby irrevocably transfers and assigns to CEB all right, title and interest in and to the Trademarks, along with any goodwill associated therewith.

SECTION 3

Reimbursement and Mutual Covenants

The parties acknowledge that CEB has, independently of this assignment, legal and equitable rights to the Trademarks by virtue of its use in commerce. The parties also acknowledge that the Advisory Board is performing a valuable service by maintaining the Trademarks on the registers of the United States Patent and Trademark Office. To reimburse the Advisory Board for its maintenance fees and expenses associated with the Trademarks, CEB shall transfer to the Advisory Board the sum of \$500.00, payable within thirty (30) days after the Signature Date.

The parties covenant and agree that neither shall assert against the other any legal or equitable claim, for intellectual property infringement or otherwise, based upon the Trademarks, for any action or course of conduct occurring on or before the Signature Date.

The parties shall cooperate to cause the assignment of the Trademarks to be filed and recorded in the United States Patent and Trademark Office, at CEB's initiation and expense.

SECTION 4

Miscellaneous

4.1 Subject to the rights granted under Section 2, the Advisory Board shall retain all rights and title to and interest to all other Advisory Board intellectual property including

trademarks and tradenames. No trademarks or tradenames are assigned except for those specifically listed in this Agreement.

4.2 No waiver of any provision of this Agreement shall be effective as against the waiving party unless such waiver is in writing signed by the waiving party. Waiver by a party in respect of specific matter shall not be construed as or constitute either a continuing waiver or a waiver of any other matter.

4.3 This Agreement may be modified, supplemented or amended only by a written instrument executed by the parties hereto.

4.4 This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior agreements and understandings of the parties, oral and written, with respect thereto.

4.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law provisions thereof.

4.6 The headings contained in this Agreement are for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

4.7 This Agreement may be freely assigned by CEB, without need for the prior written consent of the Advisory Board.

4.8 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, legal representatives and permitted assigns. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

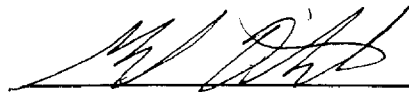
4.9 In the event that any one or more of the provisions of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless such result would be contrary to the intent of the parties.

4.10 This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE ADVISORY BOARD COMPANY

By:

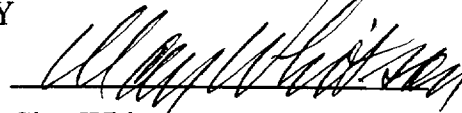


Name: Michael D'Amato

Title: Executive Vice President

THE CORPORATE EXECUTIVE BOARD
COMPANY

By:



Name: Clay Whitson

Title: Chief Financial Officer

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

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18815-7

APRIL 26, 2001

PTAS



101614244A

GIBSON, DUNN & CRUTCHER LLP
 PETER F. WEINBERG
 1801 CALIFORNIA ST., SUITE 4100
 DENVER, CO 80202

RECEIVED

MAY 08 2001

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF NON-RECORDATION OF DOCUMENT

PETER F. WEINBERG

DOCUMENT ID NO.: 101614244

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

SEDLEY PYNE, PARALEGAL
 ASSIGNMENT DIVISION
 OFFICE OF PUBLIC RECORDS

DOCKETED

Date: 5/8/01
 By: Buller
 C/M: 18815-7

RECORDED: 02/02/2001

TRADEMARK
REEL: 002308 FRAME: 0354