Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stockamp & Associates, Inc.		07/08/2008	CORPORATION: OREGON

#### RECEIVING PARTY DATA

Name:	Huron Consulting Services LLC		
Street Address:	550 West Van Buren Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	2499555	ONTRAC	
Registration Number:	2930834	PATIENT PROGRESSION	
Registration Number:	2216454	SAE	
Registration Number:	2216453	SPE	
Registration Number:	2930970	STOCKAMP	
Registration Number:	1884387	STRATIFIED PROCESSING ENVIRONMENT	
Registration Number:	2282743	TRAC	
Serial Number:	78467305	PATIENTONTRAC	

#### **CORRESPONDENCE DATA**

Fax Number: (312)759-5646

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-357-1313 Email: mvallone@btlaw.com Correspondent Name: Melissa A. Vallone Address Line 1: P.O. Box 2786

> **TRADEMARK REEL: 003907 FRAME: 0960**

900123150

Address Line 4: Chicago, ILLINOIS 60690-2786			
ATTORNEY DOCKET NUMBER:	40130-100		
NAME OF SUBMITTER:	Melissa A. Vallone		
Signature:	/mvallone/		
Date:	12/19/2008		
Total Attachments: 6 source=huron assignment#page1.tif source=huron assignment#page2.tif source=huron assignment#page3.tif source=huron assignment#page4.tif source=huron assignment#page5.tif source=huron assignment#page6.tif			

TRADEMARK
REEL: 003907 FRAME: 0961

### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "<u>Assignment</u>") is entered into on July 8, 2008, by and between Stockamp & Associates, Inc., an Oregon corporation ("<u>Assignor</u>"), and Huron Consulting Services LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, as seller, Assignee, as buyer, the shareholders of Assignor, and Huron Consulting Group Inc., have entered into that certain Asset Purchase Agreement, dated July 8, 2008 (the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given such terms in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest as of the Closing Date in and to all Seller Intellectual Property Rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby acknowledge and agree as follows:

- 1. Assignment of Seller Intellectual Property Rights. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, free and clear of all Liens other than Permitted Liens, all of Assignor's right, title, and interest as of the Closing Date in and to all Seller Intellectual Property Rights (other than Excluded Assets comprising Seller Intellectual Property Rights, if any) throughout the universe, including, without limitation, the Trademarks set forth on Exhibit A and the Copyrights set forth on Exhibit B, and all goodwill of the business symbolized by or associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.
- 2. <u>Further Assurances</u>. From time to time after the date hereof and without further consideration, Assignor, upon the request of Assignee and at Assignee's cost for Assignor's out-of-pocket expenses, shall execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonable request in order to consummate more effectively the terms of this Assignment, including, without limitation, all documents necessary to record in the name of Assignee any Trademarks, Copyrights, or Patents included in the Seller Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, appropriate domain name registrars, and any other appropriate foreign or international office, registrar, or other Governmental Authority.
- 3. <u>Binding Effect.</u> This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

TRADEMARK
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- 4. <u>Applicable Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of laws of thereof that could mandate the application of the laws of any other jurisdiction, and the obligations, rights and remedies of the parties under this Assignment shall be determined in accordance with such law.
- 5. <u>Amendment</u>. This Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto.
- 6. <u>Counterparts</u>. This Assignment may be executed manually or by facsimile by Assignor and Assignee, each of which shall be deemed an original, but which together shall constitute a single instrument and shall become effective when one or more counterparts have been signed by each of Assignor and Assignee and delivered to the other party.

[Signature Page Follows]

2:

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the day and year first above written.

### ASSIGNOR:

Stockamp & Associates, Inc.

By:

Name: Dale R. Stockamp
Title: Chief Executive Officer

ASSIGNEE:

Huron Consulting Services LLC

Name: Daniel P. Broadhurst

Title: Chief Operating Officer

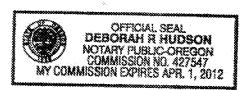
TRADEMARK

**REEL: 003907 FRAME: 0964** 

STATE OF OREGON	)
	) SS.
COUNTY OF CLACKAMAS	)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Dale R. Stockamp, known to me to be the Chief Executive Officer of Stockamp & Associates, Inc. and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of Stockamp & Associates, Inc.

ay of \_\_\_\_\_\_, 2008.



Notary Public for the State of Oregon
My Commission Expires: 4//20/2

COUNTY OF COOK ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Daniel P. Broadhurst, known to me to be the Chief Operating Officer of Huron Consulting Services LLC and acknowledged that he/she signed the above and foregoing instrument as his/her free and voluntary act, on behalf of Huron Consulting Services LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this gray of July 2008.

Beater ) Olivera



## EXHIBIT A

### TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ONTRAC	75/817,648	10/6/1999	2,499,555	10/23/2001
PATIENT PROGRESSION	78/373,471	2/24/2004	2,930,834	3/8/2005
PATIENTONTRAC	78/467,305	8/13/2004		
SAE	75/417,808	1/21/1998	2,216,454	1/5/1999
SPE	75/417,807	1/12/1998	2,216,453	1/5/1999
STOCKAMP	78/387,607	3/19/2004	2,930,970	3/8/2005
STRATIFIED PROCESSING ENVIRONMENT	74/381,0005	4/12/1993	1,884,387	3/14/1998
TRAC	75/421,858	1/14/1998	2,282,743	10/5/1999

# EXHIBIT B

## COPYRIGHTS

Copyright	App. No.	App. Date	Reg. No.	Reg. Date
ONTRAC Version 1.5	n/a	1/11/2000	Txu 912-528	1/11/2000
STAT Worklist  - IV: Cleveland	n/a	1/12/2000	Txu 912-533	1/12/2000
Clinic Foundation TRAC Version	n/a	1/11/2000	Txu 912-527	1/11/2000

**RECORDED: 12/19/2008**