

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM599236

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900561962

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kaufman, Hall & Associates, LLC		07/31/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Syntellis Performance Solutions, LLC
Street Address:	10 S. WACKER DRIVE, SUITE 3375
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5669441	AXIOM SOFTWARE
Registration Number:	5669442	AXIOM
Registration Number:	4866086	KREG INFORMATION SYSTEMS
Registration Number:	4921910	ENTERPRISEVISION
Registration Number:	4866061	KREG INFORMATION SYSTEMS
Registration Number:	4065062	AXIOM EPM
Registration Number:	3391682	ENUFF SOFTWARE SUITE
Registration Number:	3388737	ENUFF MARKET ADVISOR
Registration Number:	3388738	ENUFF BUDGET ADVISOR
Registration Number:	3347460	CAPITAL ADVISOR
Registration Number:	3347461	HOSPITAL ADVISOR
Registration Number:	3347462	ENUFF
Registration Number:	3351303	ENUFF SOFTWARE SUITE
Registration Number:	3351304	ENUFF MARKET ADVISOR
Registration Number:	3351305	ENUFF BUDGET ADVISOR
Registration Number:	2765875	PHYSICIAN ADVISOR
Registration Number:	1534120	ENUFF

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128622000**Email:** Jeffrey.norgle@kirkland.com**Correspondent Name:** Jeffrey Norgle**Address Line 1:** 300 North LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654**ATTORNEY DOCKET NUMBER:** 26904-005**NAME OF SUBMITTER:** Jeffrey Norgle**SIGNATURE:** /Jeffrey Norgle/**DATE SIGNED:** 09/23/2020**Total Attachments: 6**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of July 31, 2020 (the “Effective Date”) by and between Kaufman, Hall & Associates, LLC, a Delaware limited liability company (“KH Consulting”) and Syntellis Performance Solutions, LLC, a Delaware limited liability company (“Syntellis”, and together with KH Consulting, the “Parties”).

WHEREAS, KH Consulting, Kite NewCo, LLC, Syntellis, and, solely for the purposes of consummating certain restructuring steps, Syntellis Intermediate NewCo, LLC, and KH Medial, LLC entered into that certain Separation Agreement, dated as of July 31, 2020 (the “Separation Agreement”), pursuant to which, among other things, KH Consulting desires to contribute and assign to Syntellis all of KH Consulting’s right, title and interest in and to all the Software Assets consisting of Intellectual Property Rights, including all of KH Consulting’s right, title and interest in and to the Intellectual Property Rights set forth on Exhibit A attached hereto (collectively, the “Scheduled Intellectual Property”).

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Separation Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Separation Agreement.

2. Assignment. KH Consulting hereby contributes, transfers, conveys, and assigns to Syntellis all of the Software Assets consisting of Intellectual Property Rights (including the Scheduled Intellectual Property), in each case, together with all goodwill of the business associated therewith, income, royalties, damages and payments due or payable with respect thereto as of the Closing or thereafter, including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof, the right to sue and recover for past infringements, misappropriations, dilutions, or other violations thereof as of the Closing, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. Separation Agreement. This Agreement is entered into pursuant to, and is governed by, the Separation Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the Parties under, and the terms of, the Separation Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Separation Agreement, the Separation Agreement shall govern, including with respect to the enforcement of the rights and obligations of the Parties herein.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware. Any and all claims, controversies, and causes of action

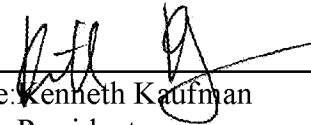
arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the internal laws of the State of Delaware, including its statutes of limitations, without giving effect to any laws or other rules that would result in the application of the laws or statute of limitations of a different jurisdiction.

6. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall together be considered one and the same agreement. Delivery of an executed signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Kaufman, Hall & Associates, LLC

By:  _____
Name: Kenneth Kaufman
Title: President

Syntellis Performance Solutions, LLC


By:  _____
Name: Kenneth Kaufman
Title: President

EXHIBIT A

Trademarks

Registered trademarks				
Trademark	Owner	Class	Registration No.	Registration Date
AXIOM	Kaufman, Hall and Associates, LLC	42	US 5669442	2/5/2019
AXIOM EPM	Kaufman, Hall and Associates, LLC	9, 41, 42	US 4065062	12/6/2011
AXIOM EPM	Kaufman, Hall and Associates, LLC	9, 41, 42	CTM 008325541	10/21/2011
AXIOM SOFTWARE	Kaufman, Hall and Associates, LLC	9, 42	US 5669441	2/5/2019
CAPITAL ADVISOR	Kaufman, Hall and Associates, LLC	9	US 3347460	12/4/2007
ENTERPRISEVISION	Kaufman, Hall and Associates, LLC	9, 42	US 4921910	3/22/2016
ENUFF	Kaufman, Hall and Associates, LLC	9	US 1534120	4/11/1989
ENUFF (design)	Kaufman, Hall and	9	US 3347462	12/4/2007

	Associates, LLC			
ENUFF BUDGET ADVISOR	Kaufman, Hall and Associates, LLC	9	US 3388738	2/26/2008
ENUFF BUDGET ADVISOR (design)	Kaufman, Hall and Associates, LLC	9	US 3351305	12/11/2007
ENUFF MARKET ADVISOR	Kaufman, Hall and Associates, LLC	9	US 3388737	2/26/2008
ENUFF MARKET ADVISOR (design)	Kaufman, Hall and Associates, LLC	9	US 3351304	12/11/2007
ENUFF SOFTWARE SUITE	Kaufman, Hall and Associates, LLC	9	US 3391682	3/4/2008
ENUFF SOFTWARE SUITE (design)	Kaufman, Hall and Associates, LLC	9	US 3351303	12/11/2007
HOSPITAL ADVISOR	Kaufman, Hall and Associates, LLC	9	US 3347461	12/4/2007
KREG INFORMATION SYSTEMS (design)	Kaufman, Hall and Associates, LLC	9, 35, 42	US 4866086	12/8/2015

KREG INFORMATION SYSTEMS	Kaufman, Hall and Associates, LLC	9, 35, 42	US 4866061	12/8/2015
PHYSICIAN ADVISOR	Kaufman, Hall and Associates, LLC	9	US 2765875	9/16/2003
KREG INFORMATION SYSTEMS	Kaufman, Hall and Associates, LLC	--	State - Ohio 1616285	4/14/2006