

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3219516

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE ADVISORY BOARD COMPANY	02/06/2015
ROYALL & COMPANY	02/06/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	IL1-1145/54/63; P.O. BOX 6026
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60680-6026
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8082172
Patent Number:	8285585
Patent Number:	8036992
Patent Number:	8549053
Patent Number:	7451094
Application Number:	13889012
Application Number:	14444688
Application Number:	13646533
Application Number:	13075399
Application Number:	14518717
Application Number:	62045347
Application Number:	14309588
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	marina.kelly@thomsonreuters.com
<b>Correspondent Name:</b>	ELAINE CARRERA, LEGAL ASSISTANT
<b>Address Line 1:</b>	80 PINE STREET
<b>Address Line 2:</b>	C/O CAHILL GORDON & REINDEL LLP

PATENT

<b>Address Line 4:</b> NEW YORK, NEW YORK 10005	
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA, LEGAL ASSISTANT
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	02/10/2015
<b>Total Attachments: 6</b> source=2 09 Confirmatory Grant - Patents#page1.tif source=2 09 Confirmatory Grant - Patents#page2.tif source=2 09 Confirmatory Grant - Patents#page3.tif source=2 09 Confirmatory Grant - Patents#page4.tif source=2 09 Confirmatory Grant - Patents#page5.tif source=2 09 Confirmatory Grant - Patents#page6.tif	

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

The Advisory Board Company  
Royall & Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) February 6, 2015

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: JPMorgan Chase Bank, N.A., as administrative agent

Internal Address: \_\_\_\_\_

Street Address: IL1-1145/54/63, P.O. Box 6026

City: Chicago

State: IL

Country: USA Zip: 60680-6026

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Exhibit A

B. Patent No.(s)

See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 12**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

February 9, 2015  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of February 6, 2015 by and from The Advisory Board Company, a Delaware corporation (the “Borrower”), and Royall & Company, a Virginia corporation (a “Grantor” and, together with The Advisory Board Company, each a “Grantor” and together, the “Grantors”) to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, “Grantee”).

WHEREAS, the Borrower, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, certain Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantors and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, each Grantor owns the patents listed on Exhibit A attached hereto (the “Patents”), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed and delivered by the Grantors in conjunction with the security interest granted under the Security Agreement to Grantee for the ratable benefit of the Secured Parties for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement and the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) Each Grantor hereby grants to Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents regarding the same.

(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Article II of the Security Agreement (which are incorporated herein *mutatis mutandis* by this reference).

(d) The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to, and not in limitation of, those set forth in the Security Agreement and the other Loan Documents. The Grantors hereby acknowledge and affirm that the rights and remedies of Grantee with respect to the Patents are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

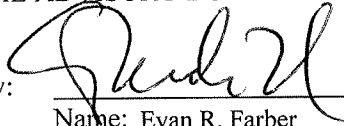
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant effective as of the date first written above.

THE ADVISORY BOARD COMPANY

By:   
Name: Evan R. Farber  
Title: General Counsel and Corporate Secretary

[Signature Page to Confirmatory Grant of Security Interest in United States Patents]

**PATENT**  
**REEL: 034927 FRAME: 0529**

ROYALL & COMPANY

By: \_\_\_\_\_

Name: Seth Allyn

Title: Assistant Treasurer

[Signature Page to Confirmatory Grant of Security Interest in United States Patents]

**PATENT**  
**REEL: 034927 FRAME: 0530**

**Exhibit A – SCHEDULE OF PATENTS****A. PATENTS**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>ISSUE DATE</b>	<b>DESCRIPTION</b>
The Advisory Board Company	8,082,172	12/20/ 2011	System and Method for Peer-Profiling Individual Performance
The Advisory Board Company	8,285,585	10/9/ 2012	System and Method for Peer-Profiling Individual Performance
Royall & Company	8,036,992	10/11/2011	Methods of Generating Applications For Enrollment at Educational Institutions
Royall & Company	8,549,053	10/1/2013	Methods of Generating Increased Applications for Enrollment At Educational Institutions
Royall & Company	7,451,094	11/11/2008	Method For Electronically Surveying Prospective Candidates For Admission To Educational Institutions And Encouraging Interest In Attending

**B. PATENT APPLICATIONS**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>DESCRIPTION</b>
The Advisory Board Company	13/889,012	5/7/2013	Student Success Collaborative Systems and Method
The Advisory Board Company	14/444,688	7/28/2014	Systems and Methods for Performing Multidimensional Queries
The Advisory Board Company	13/646,533	10/5/2012	Electronic Physician Referral Management System and Method
The Advisory Board Company	13/075,399	3/30/2011	Web Based Care Team Portal
The Advisory Board Company	14/518,717	10/29/2014	Cost Variance Manager
The Advisory Board Company	62/045,347	9/3/2014	Systems and Methods for Student Success and Retention for Higher Education Institutions
The Advisory Board Company	14/309,588	6/19/2014	Physician Performance and Recommendation Interface