

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4695964

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE ADVISORY BOARD COMPANY	11/17/2017
RECEIVING PARTY DATA	
Name:	EAB GLOBAL, INC. (F/K/A AVATAR PURCHASER, INC.)
Street Address:	2445 M ST, NW WASHINGTON
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20037
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61809137
Application Number:	13889012
Application Number:	62045347
Application Number:	14845057
CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<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>	
Email:	susan.zablocki@kirkland.com
Correspondent Name:	SUSAN ZABLOCKI
Address Line 1:	KIRKLAND & ELLIS LLP
Address Line 2:	601 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	38123-317
NAME OF SUBMITTER:	SUSAN ZABLOCKI
SIGNATURE:	/susan zablocki/
DATE SIGNED:	11/17/2017
Total Attachments: 6	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), dated as of November 17, 2017, is by and between The Advisory Board Company, a Delaware corporation ("Assignor"), and EAB Global, Inc. (f/k/a Avatar Purchaser, Inc.), a Delaware corporation ("Assignee" and, together with Assignor, the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase Agreement, dated as of August 28, 2017 (as may be amended, modified or supplemented, the "Purchase Agreement"), pursuant to which Assignor desires to assign, transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in and to the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the foregoing recital, the covenants and agreements set forth in this Patent Assignment and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound by this Patent Assignment, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Patents. For purposes of this Patent Assignment, "Assigned Patents" means the patents and patent applications listed on Schedule 1 hereto, together with any continuations, continuations-in-part, divisionals, substitutions, reissues, reexaminations, patent term restorations and patent term extensions, or foreign equivalents thereof, of any of the foregoing, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages, or payments due or payable as of the effective date of this Patent Assignment or thereafter with respect to the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Recordation. Assignor hereby requests and authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record Assignee as the owner of the Assigned Patents, as the assignee of the entire right, title and interest of Assignor in and to the same. Assignee shall have the right to record this Patent Assignment with all applicable governmental authorities so as to perfect its ownership of the Assigned Patents.
3. Disclaimer of Representations and Warranties. EXCEPT AS AND TO THE EXTENT SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNEE (ON BEHALF OF ITSELF AND EACH OF ITS SUBSIDIARIES) UNDERSTANDS AND AGREES THAT ASSIGNOR (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES IN ANY WAY PURSUANT TO OR IN CONNECTION WITH THIS ASSIGNMENT, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ASSIGNED PATENTS, INCLUDING THE

NONINFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED PATENTS, AND ALL OF THE ASSIGNED PATENTS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS. NOTHING IN THIS SECTION SHALL EXPAND, LIMIT OR OTHERWISE MODIFY ANY WARRANTIES, RIGHTS, OR OBLIGATIONS UNDER THE PURCHASE AGREEMENT.

4. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's written request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in the implementation or perfection of this Assignment.

5. Terms of the Purchase Agreement. This Patent Assignment is being delivered pursuant to the Purchase Agreement and is subject to the representations, warranties, conditions, limitations, covenants and agreements in the Purchase Agreement. Each Party acknowledges and agrees that the representations, warranties, conditions, limitations, covenants and agreements in the Purchase Agreement shall not be superseded by this Patent Assignment and shall remain in full force and effect to the full extent provided therein. The rights and remedies of each Party under the Purchase Agreement shall not be deemed to be enlarged, modified or in any way altered by the terms of this Patent Assignment. For the avoidance of doubt, (a) nothing in this Patent Assignment shall expand any of the rights of the Parties under Article VIII of the Purchase Agreement and (b) nothing in this Patent Assignment shall narrow the scope of or limit in any way any provision of Article VIII of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Patent Assignment, the terms of the Purchase Agreement shall prevail.

6. Miscellaneous.

(a) Certain Definitions. Each capitalized term used but not defined in this Patent Assignment has the meaning given to it in the Purchase Agreement.

(b) Governing Law. This Patent Assignment and all claims or causes of action (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) that may be based on, arise out of or relate to this Patent Assignment or the negotiation, execution, performance, consummation or subject matter of this Patent Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any principles of conflict of laws that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

(c) Jurisdiction and Venue. All claims or causes of action arising from, under or in connection with this Patent Assignment shall be raised to and exclusively determined by the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware, each such court to whose jurisdiction and venue the Parties unconditionally consent and submit. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any claims or causes of action arising out of this Patent

Assignment in such court and hereby further irrevocably and unconditionally waives and agree not to plead or claim in any such court that any such claim or cause of action brought in any such court has been brought in an inconvenient forum.

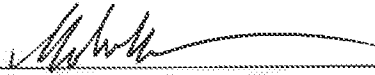
(d) Counterparts. This Patent Assignment may be executed in one (1) or more counterparts (including by means of email in .pdf format), all of which shall be considered one and the same agreement, and shall become effective when one (1) or more counterparts have been signed by each Party and delivered to the other Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment as of the date first above written.

ASSIGNOR:

THE ADVISORY BOARD COMPANY

By: 

Name: Robert Musslewhite

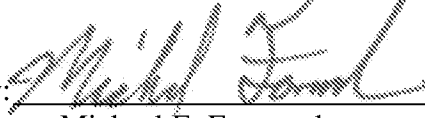
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

PATENT
REEL: 044165 FRAME: 0703

ASSIGNEE:

EAB GLOBAL, INC.

By: 

Name: Michael E. Fosnaugh

Title: President

SCHEDULE 1
ASSIGNED PATENTS

1. Patent Applications.

Title	App. No.	Filing Date
Student Success Collaborative System and Method	61/809,137	4/5/2013
Student Success Collaborative System and Method	13/889,012	5/7/2013
Systems and Methods for Student Success and Retention for Higher Education Institutions	62/045,347	9/3/2014
Systems and Methods for Electronic Platform and Data Processing for Student Success in Higher Education Institutions	14/845,057	9/3/2015