

12-01-1999

EET

Docket No.:

15046.3



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Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Greg Porter

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

POWER SCHOOL, INC.



11-13-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #01

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

Internal Address:

Street Address: 1130 Iron Point Road, Suite 288

City: Folsom State: CA ZIP: 95630

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 13, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/585,822

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Kevin B. Laurence

Internal Address: WORKMAN, NYDEGGER & SEELEY

Street Address: 60 East South Temple

1000 Eagle Gate Tower

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3178

11/30/1999 DMGUYEN 00000138 75585822

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9. 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.

Kevin B. Laurence

Name of Person Signing

Kevin B Laurence

Signature

November 10, 1999

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 001993 FRAME: 0797

WORKMAN, NYDEGGER & SEELEY
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

ASSIGNMENT

WHEREAS, GREG PORTER, (hereinafter referred to as "Assignor"), an individual residing in the State of California, having a post office address at 1061 Lindley Court, Folsom, California 95630, is the owner of the entire right, title, and interest in and to the following trademark application, including all rights in and to such trademark created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country:

WHEREAS, the following trademark application for federal registration has been filed in the United States Patent and Trademark Office:

Trademark Application Serial No. 75/585,822, filed November 10, 1998 for the trademark "POWERGRADE";

WHEREAS, POWERSCHOOL, INC. of 1130 Iron Point Road, Suite 288, Folsom, California 95630, (hereinafter referred to as "Assignee"), desire to secure the entire right, title, and interest in and to said trademark application, including all rights in and to such trademark created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, including but not limited to all rights, title, and interest in and to the aforesaid trademarks, the aforesaid application for federal trademark registration, any federal trademark registration which may issue thereon, any and all other common law trademarks owned by Assignor, any and all trademark registrations that may be granted therefor, any and all continuations, renewals and extensions of the aforesaid trademark registration, and any and all goodwill of the business or businesses associated with any of the aforesaid trademarks or trademark registrations within the

United States of America and its territorial possessions and within all countries foreign to the United States, (hereinafter collectively referred to as "TRADEMARKS AND GOODWILL.");

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by said Assignor, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee the entire right, title, and interest in and to said TRADEMARK AND GOODWILL within the United States of America and its territorial possessions and within all countries foreign to the United States, all said rights to be held and enjoyed by Assignee for their own use and enjoyment and for the use and enjoyment of their successors and assigns to the full end of the term or terms for which said trademark registration may be granted as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment, transfer and sale had not been made.

The aforesaid Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and all authorized officials of foreign patent and trademark offices to issue the said trademark registration, when granted, to Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the sole use and enjoyment of Assignee, their successors and assigns.

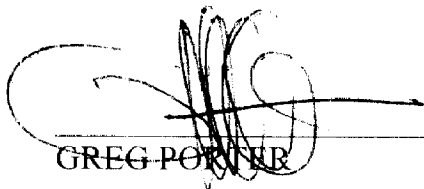
The aforesaid Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all United States and foreign trademark applications, and all lawful documents requested by Assignee to further the prosecution of any such trademark applications.

Cooperation to the best of said Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, continuation, renewal, extension, or infringement proceedings involving said trademarks.

In Testimony Whereof, the undersigned, Assignor, hereby executes this Assignment.

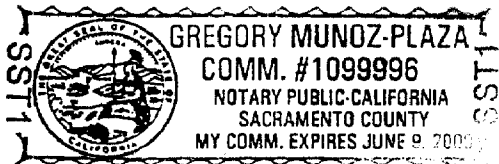
DATED this 13th day of October, 1999.



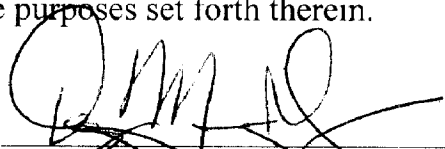
GREG PORTER

STATE OF California)
 : SS.
COUNTY OF Sacramento)

On October 20 1999, before me personally appeared GREG PORTER, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that the same is true of his own knowledge excepting as to matters therein alleged upon information and belief and as to those matters he believes them to be true, and that he executed the same as his own free act and deed and for the purposes set forth therein.



My Commission Expires:
6-9-2000



NOTARY PUBLIC
Residing at 205-2 E. Bidwell St
Folsom, CA 95630

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