

12-06-1999

Docket No.:



DEMAF



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11-15-1999

ademarks: Pl

101214758

documents or copy thereof.

To the Honorable

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

1. Name of conveying party(ies):

Greg Porter

11.15.99

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

Name: POWERSCHOOL, INC.

Internal Address:

Street Address: 1130 Iron Point Road, Suite 288

City: Folsom State: CA ZIP: 95630

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

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

3. Nature of conveyance:

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

Execution Date: October 13, 1999

- 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 N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/585,991

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and my 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

00000017 75585991

PT-461

TRADE MARK

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. 75/585,991, filed November 10, 1998 for the trademark "POWERSCHOOL";

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.

