

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netchemia, LLC		02/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place		
Internal Address:	Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2998103	SCHOOLSPRING	
Registration Number:	2998106	SCHOOLSPRING	
Registration Number:	3255078	NETIEP	
CORRESPONDENCE DATA			
Fax Number:	2139963305		
<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>			
Phone:	2136836305		
Email:	floraresendiz@paulhastings.com		
Correspondent Name:	Flora Resendiz		
Address Line 1:	515 S. Flower Street		
Address Line 2:	25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Flora Resendiz		
SIGNATURE:	/ss/		
DATE SIGNED:	02/19/2015		
Total Attachments: 6			
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AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 19, 2015 (this "**Amendment**"), is delivered pursuant to Section 7 of that certain Intellectual Property Security Agreement, dated as of May 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), among New Grantor (defined below), Grantors from time to time signatory thereto (each referred to hereinafter individually as a "**Grantor**" and collectively, jointly, and severally as "**Grantors**"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as the agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Agent**"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the IP Security Agreement or, if not defined therein, the Credit Agreement (including Schedule 1.1 thereto).

WHEREAS, Borrower and Agent are parties to the IP Security Agreement, as recorded with the United States Patent and Trademark Office on May 15, 2013 at Reel 5028, Frame 0248; and

WHEREAS, Grantors and Agent wish to amend the IP Security Agreement by joining Netchemia, LLC, a Delaware limited liability company (the "**New Grantor**") and by amending Schedule I to the IP Security Agreement to add certain Trademarks to the IP Collateral, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the IP Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the IP Security Agreement and a "Grantor" for all purposes under the IP Security Agreement, as if it had executed the IP Security Agreement. New Grantor acknowledges that it has received a copy of the IP Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the IP Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the IP Collateral.

2. Each Grantor and Agent hereby agree that Schedule I to the IP Security Agreement is hereby amended by adding the IP Collateral listed on Schedule I attached hereto (the "**Additional IP Collateral**"), which such Additional IP Collateral shall be and become part of the IP Collateral referred to in the IP Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the IP Collateral identified on Schedule I to the IP Security Agreement prior to the effectiveness of this Amendment; (b) unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional IP Collateral identified on Schedule I attached hereto; and (c) agrees that the IP Security Agreement as amended hereby is and shall remain in full force and effect.

4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS

REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

NEW GRANTOR:

NETCHEMIA, LLC, a Delaware limited liability company

By: *Kernil S. Randa*
Name: Kernil Randa
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
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GRANTOR:

PEOPLEADMIN, INC., a Delaware corporation

By:

Kevin S. Randa

Name:

Kevin Randa

Title:

Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005462 FRAME: 0721

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association


By: Andrew J. Currie
Andrew J. Currie
Its Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

TRADEMARK
REEL: 005462 FRAME: 0722

SCHEDULE I
to
AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Registration Date
Netchemia, LLC	U.S.	SchoolSpring	2998103	September 20, 2005
Netchemia, LLC	U.S.		2998106	September 20, 2005
Netchemia, LLC	U.S.	netIEP	3255078	June 26, 2007