

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358332

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NCS Pearson, Inc.		07/31/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PowerSchool Group LLC		
<b>Street Address:</b>	10911 White Rock Road		
<b>City:</b>	Rancho Cordova		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95670		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2587500	POWERSCHOOL	
<b>Registration Number:</b>	2304150	POWERSCHOOL	
<b>Registration Number:</b>	2304146	POWERGRADE	
<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>Phone:</b>	916-288-1638		
<b>Email:</b>	teresa.della@powerschool.com		
<b>Correspondent Name:</b>	Teresa Della		
<b>Address Line 1:</b>	10911 White Rock Road		
<b>Address Line 4:</b>	Rancho Cordova, CALIFORNIA 95670		
<b>NAME OF SUBMITTER:</b>	Teresa Della		
<b>SIGNATURE:</b>	/teresa della/		
<b>DATE SIGNED:</b>	10/12/2015		
<b>Total Attachments: 3</b>			
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OP \$90.00 2587500

**CONFIRMATORY TRADEMARK ASSIGNMENT**

This CONFIRMATORY TRADEMARK ASSIGNMENT (together with the schedule(s) attached hereto, this "Trademark Assignment") is dated as of July 31, 2015 (the "Effective Date") between NCS Pearson, Inc., a Minnesota corporation ("Assignor"), and PowerSchool Group LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment dated as of July 31, 2015 (the "IP Assignment"); and

WHEREAS, pursuant to the terms of the IP Assignment, Assignor assigned, transferred, conveyed, and delivered to Assignee, and Assignee acquired and accepted from Assignor, all of Assignor's right, title, and interest in, to and under all of the Assigned IP, including the trademarks and corresponding registrations set forth on Schedule A to this Trademark Assignment (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the IP Assignment.
2. Assignor hereby confirms having assigned, transferred, conveyed, and delivered to Assignee, and Assignee hereby confirms acquiring and accepting from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including (a) all of the goodwill associated with any of the Assigned Trademarks; (b) all rights to file for and maintain registrations therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademarks; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.
3. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America and the empowered officials of all other relevant governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein.
4. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Confirmatory Trademark Assignment as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

**NCS Pearson, Inc.**

**PowerSchool Group LLC**

By: 

Name: Philip J. Hoffman

Title: Vice President

By: 

Name: Bryan Macdonald

Title: President and Chief Executive Officer

Signature Page to Confirmatory Trademark Assignment

**TRADEMARK**  
**REEL: 005642 FRAME: 0794**

Schedule A

**Registered Trademarks:**

<b>Trademark</b>	<b>Country</b>	<b>Class(es)</b>	<b>App. No./ Reg. No.</b>	<b>Renewal</b>
POWERGRADE	USA	9	2304146	12/28/2019
POWERSCHOOL	Australia	9	866623	2/19/2021
POWERSCHOOL	Australia	9, 38, 41, 42	889589	9/19/2021
POWERSCHOOL	European Union	9, 38, 41, 42	2153328	3/28/2021
POWERSCHOOL	Hong Kong	9	2003B02277	3/28/2018
POWERSCHOOL	Hong Kong	38	2003B02278	3/28/2018
POWERSCHOOL	Hong Kong	41	2003B02279	3/28/2018
POWERSCHOOL	Hong Kong	42	2003B02280	3/28/2018
POWERSCHOOL	Mexico	9	731702	9/28/2021
POWERSCHOOL	Mexico	38	731701	9/28/2021
POWERSCHOOL	Mexico	41	753506	9/28/2021
POWERSCHOOL	Mexico	42	779118	9/28/2021
POWERSCHOOL	Singapore	9	T01/15084A	3/28/2021
POWERSCHOOL	Singapore	38	T01/15085Z	3/28/2021
POWERSCHOOL	Singapore	41	T01/15086H	3/28/2021
POWERSCHOOL	Singapore	42	T01/15087F	3/28/2021
POWERSCHOOL	Switzerland	9, 38, 41, 42	495771	9/20/2021
POWERSCHOOL	USA	9	2304150	12/28/2019
POWERSCHOOL	USA	41	2587500	7/2/2022

**U.S. Unregistered (Common Law) Trademarks:**

- CHANCERY SMS
- GRADESPEED
- GRADESPEED SIS
- POWERREPORTING
- POWERSCHOOL (Design)
- POWERTEACHER
- REPORTWORKS