

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385341

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT NUMBER TWO TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eSchool Solutions, LLC		05/23/2016	Limited Liability Company: DELAWARE
Teacher Match, LLC		05/23/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	One Boston Place
<b>Internal Address:</b>	Suite 1800
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85720490	EDUTELLIGENCE
Serial Number:	76704153	ESCHOOL SOLUTIONS
Serial Number:	76638659	SMARTFINDEXPRESS
Serial Number:	86574590	ADVANCED EDUCATION TALENT MANAGEMENT
Serial Number:	86574646	DATA-DRIVEN. PEOPLE-POWERED.
Serial Number:	86303920	EDUCATOR'S PROFESSIONAL INVENTORY
Serial Number:	86303839	EPI
Serial Number:	86760970	INTELLIGLANCE
Serial Number:	86577695	IPI: INSTRUCTIONAL PROFICIENCY INVENTORY
Serial Number:	86957952	PDP PROFESSIONAL DEVELOPMENT PROFILE
Serial Number:	86957933	PDP
Serial Number:	86615178	SMARTFIND
Serial Number:	86284890	SMARTFINDSOLUTIONS
Serial Number:	85641086	TEACHERMATCH
Serial Number:	86574622	TEACHERMATCH 360

CH \$515.00 85720490

Property Type	Number	Word Mark
Serial Number:	86305174	TEACHERMATCH QUEST
Serial Number:	86559557	TEACHERMATCH TALENTALK
Serial Number:	86558961	TEACHERMATCH THRIVE
Serial Number:	86883675	W.I.R.E.
Serial Number:	86882195	WORKFORCE INTELLIGENCE RESPONSE ENGINE

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** prosecutiondocketing@paulhastings.com

**Correspondent Name:** Paul Hastings LLP

**Address Line 1:** P.O. Box 919092

**Address Line 4:** San Diego, CALIFORNIA 92191-9092

<b>ATTORNEY DOCKET NUMBER:</b>	73896.00194
<b>NAME OF SUBMITTER:</b>	Laura C. Yip
<b>SIGNATURE:</b>	/Laura C. Yip/
<b>DATE SIGNED:</b>	05/23/2016

**Total Attachments: 7**

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## AMENDMENT NUMBER TWO TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 23, 2016 (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 that certain Amendment Number One to IP Security Agreement, as recorded with the United States Patent and Trademark Office on February 19, 2015 at Reel 5462, Frame 0716; and

**WHEREAS**, Grantors and Agent wish to amend the IP Security Agreement by joining Teacher Match, LLC, a Delaware limited liability company and eSchool Solutions, LLC, a Delaware limited liability company (individually, "New Grantor" and collectively, "New Grantors") 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) Each New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such 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. Each 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 each New Grantor.

(b) In furtherance of the foregoing, each 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 such 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 GRANTORS:

TEACHER MATCH, LLC, a Delaware limited liability company

By:

Name: John Faulkner

Title: Chief Financial Officer

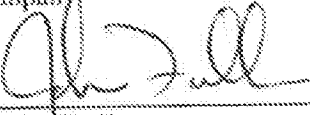


ESCHOOL SOLUTIONS, LLC, a Delaware limited liability company

By:

Name: John Faulkner

Title: Chief Financial Officer



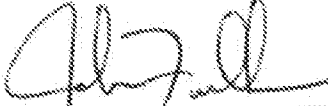
[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

GRANTORS:

PEOPLEADMIN, INC., a Delaware corporation

By:   
Name: John Faulkner  
Title: Chief Financial Officer

NETCHEMIA, LLC, a Delaware limited liability company

By:   
Name: John Faulkner  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

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

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

**TRADEMARK  
REEL: 005798 FRAME: 0888**

SCHEDULE I  
to  
AMENDMENT NUMBER TWO TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Registration Date</b>
eSchool Solutions, LLC	U.S.	EDUTELLIGENCE	4324373	85720490	4/23/13
eSchool Solutions, LLC	U.S.	ESCHOOL SOLUTIONS	4159441	76704153	4/3/12
eSchool Solutions, LLC	U.S.	SMARTFINDEXPRESS	3151436	76638659	1/31/06
Teacher Match, LLC	U.S.	ADVANCED EDUCATION TALENT MANAGEMENT	4883348	86574590	1/5/16
Teacher Match, LLC	U.S.	DATA-DRIVEN. PEOPLE-POWERED.	N/A	86574646	N/A
Teacher Match, LLC	U.S.	EDUCATOR'S PROFESSIONAL INVENTORY	4721822	86303920	4/14/15
Teacher Match, LLC	U.S.	EPI	4780301	86303839	7/28/15
Teacher Match, LLC	U.S.	INTELLIGLANCE		86760970	
Teacher Match, LLC	U.S.	IPI: INSTRUCTIONAL PROFICIENCY INVENTORY	4864823	86577695	12/1/15
Teacher Match, LLC	U.S.	PDP PROFESSIONAL DEVELOPMENT PROFILE	N/A	86957952	N/A
Teacher Match, LLC	U.S.	PDP	N/A	86957933	N/A
Teacher Match, LLC	U.S.	SMARTFIND	4870334	86615178	12/15/15
Teacher Match, LLC	U.S.	SMARTFINDSOLUTIONS	N/A	86284890	N/A
Teacher Match, LLC	U.S.	TEACHERMATCH	4275500	85641086	1/15/13
Teacher Match, LLC	U.S.	TEACHERMATCH 360	N/A	86574622	N/A



Grantor	Country	Mark	Registration No.	Serial No.	Registration Date
Teacher Match, LLC	U.S.	TEACHERMATCH QUEST	4763241	86305174	6/30/15
Teacher Match, LLC	U.S.	TEACHERMATCH TALENTALK	N/A	86559557	N/A
Teacher Match, LLC	U.S.	TEACHERMATCH THRIVE	N/A	86558961	N/A
Teacher Match, LLC	U.S.	W.I.R.E.	N/A	86883675	N/A
Teacher Match, LLC	U.S.	WORKFORCE INTELLIGENCE RESPONSE ENGINE	N/A	86882195	N/A