

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMV Capital Partners Inc.		10/14/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Chalkable, Inc.		
Street Address:	739 N. University Blvd., Suite 2000		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74131098	SCHOOL MINDER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2514051300		
Email:	gpb@ajlaw.com		
Correspondent Name:	Gregory P. Bru		
Address Line 1:	PO Box 290		
Address Line 4:	Mobile, ALABAMA 36601		
NAME OF SUBMITTER:	Gregory P. Bru		
SIGNATURE:	/Gregory P. Bru/		
DATE SIGNED:	10/19/2016		
Total Attachments: 3			
source=MMV Release of Security in IP (00912556x9DF7E)#page1.tif			
source=MMV Release of Security in IP (00912556x9DF7E)#page2.tif			
source=MMV Release of Security in IP (00912556x9DF7E)#page3.tif			

OP \$40.00 74131098

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of October 14, 2016 ("Effective Date") by **MMV CAPITAL PARTNERS INC.**, a Canadian corporation ("Lender"), in favor of **CHALKABLE, INC.**, a Delaware corporation, as successor to Hunter Systems, LLC ("Borrower").

WHEREAS, pursuant to the terms and conditions of that certain General Security Agreement by Hunter Systems, LLC in favor of Lender, dated October 17, 2008 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), Hunter Systems, LLC granted to Lender a continuing security interest in Borrower's Intellectual Property; and

WHEREAS, Borrower has paid in full all outstanding Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees as follows:

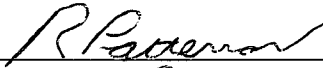
1. Lender hereby terminates, cancels, discharges, reassigns and releases to Borrower any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Intellectual Property, including, without limitation, the trademarks, trade names or service marks listed on Schedule A hereto.
2. Borrower or its designee is authorized to perform all acts required in order to cancel, discharge, reassign and release to Borrower all such liens and security interests in favor of the Lender against the Intellectual Property Collateral, including, without limitation, any and all filings with the United States Patent and Trademark Office to release such liens and security interests.
3. This Release shall be effective automatically, without further action of the Lender or Borrower, from and after (i) the Closing contemplated in that certain Agreement and Plan of Merger, dated as of October 14, 2016, by and among PowerSchool Group LLC, a Delaware limited liability company, Liberty Corner Merger Sub Inc., a Delaware corporation, Chalkable, Inc., a Delaware corporation, and Grays West Ventures LLC, a Delaware limited liability company (ii) and upon receipt by Lender of all amounts owing to Lender by Borrower pursuant to that certain termination and release agreement between Lender and Borrower dated as of the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

LENDER:

MMV CAPITAL PARTNERS, INC.

By: 
Name: Real PATTERN
Title: EVP

SCHEDULE A

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date
SCHOOL MINDER	U.S.	74131098 1/17/1991	1730736 11/10/1992

27363462.4