

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423035

<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>
PSI Services LLC		03/23/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Computer Assisted Testing Service, Inc.		
<b>Street Address:</b>	2950 N. Hollywood Way Suite 200		
<b>City:</b>	Burbank		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91505		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4407591	CATS	
<b>Registration Number:</b>	4332534	COMIRA	
<b>Registration Number:</b>	4321999	COMIRA	
<b>Registration Number:</b>	4302234	RIAS	
<b>Registration Number:</b>	2561674	SILVERCATS	
<b>Registration Number:</b>	4332535	TEST US.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>	215.864.8209		
<b>Email:</b>	jacobsh@ballardspahr.com, phila_tmcketing@ballardspahr.com		
<b>Correspondent Name:</b>	Hara K. Jacobs		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Hara K. Jacobs		
<b>SIGNATURE:</b>	/Hara K. Jacobs/		
<b>DATE SIGNED:</b>	04/07/2017		

CH \$165.00 4407591

**Total Attachments: 3**

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source=Computer Assisted Testing Service. Inc. (Rescission of TM Assignment)#page2.tif

source=Computer Assisted Testing Service. Inc. (Rescission of TM Assignment)#page3.tif

## RESCISSION OF TRADEMARK ASSIGNMENT

This Rescission of Trademark Assignment (this "Agreement") effective as of March 23, 2017, is entered into by and between Computer Assisted Testing Service, Inc. ("Assignor") a California corporation, having an address of 2950 N. Hollywood Way Suite 200, Burbank, California 91505 and PSI Services LLC, a Delaware limited liability company having an address of 611 N. Brand Boulevard, 10<sup>th</sup> Floor, Glendale, California 91203 ("Assignee") (Assignor and Assignee are also referred to herein as the "Party" and, collectively, the "Parties").

WHEREAS, Assignor and Assignee entered into a Trademark Assignment, dated March 8, 2017 (the "Trademark Assignment");

WHEREAS, the Trademark Assignment provides that Assignor is assigning its entire right, title, and interest in and to the trademarks on Schedule A hereto (the "Marks"), together with the goodwill of the business symbolized the Marks;

WHEREAS, the Parties wish to rescind the Trademark Assignment in its entirety, effective as of the date of execution of the Trademark Assignment.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Trademark Assignment. Assignor and Assignee hereby rescind the Trademark Assignment in its entirety, effective as of the initial execution date thereof, such that the Trademark Assignment shall have no force or effect and shall create no rights or obligations whatsoever of one Party against the other. The Assignor and the Assignee intend and are hereby returned to the same position for all purposes as each would have been in if the Trademark Agreement Assignment had never been entered. The Parties agree to execute any further documents to record the rescission of the Trademark Assignment with the United States Patent and Trademark Office ("PTO") and to ensure that the PTO records reflect that Assignor was, is and remains the owner of the Marks.

2. Tax Reporting. The Parties intend by this Agreement to rescind completely the Trademark Assignment. No Party shall take any position for U.S. federal and state income tax purposes that is inconsistent with this Agreement

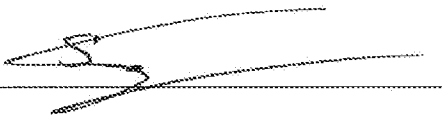
3. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executor, legal representative, heirs, successors and permitted assigns whether so expressed or not.

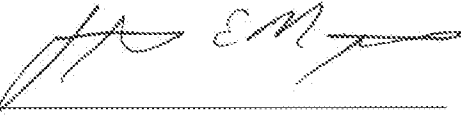
*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE

By: 

By: 

Name: Stephen Tapp  
Title: Authorized Representative  
State of California  
County of Los Angeles

Name: Jeffrey E. Moxie  
Title: Chief Financial Officer  
State of California  
County of Los Angeles

Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of April, 2017

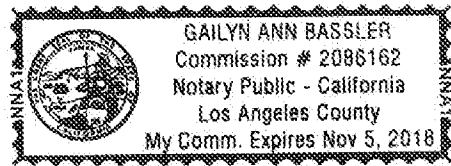
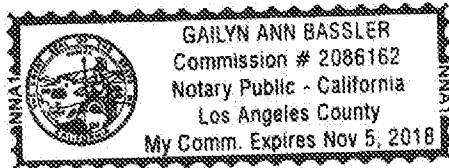
Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of April, 2017

  
Notary Republic

  
Notary Republic


My Commission Expires:  
November 5<sup>th</sup>, 2018

My Commission Expires:  
November 5<sup>th</sup>, 2018



**SCHEDULE A**

**(TM-U.S.) (CATS)**

<b>Mark</b>	<b>Registration No.</b>
CATS	4407591
COMIRA	4332534
 The logo for 'comira' features a stylized graphic of a hand or a similar shape above the word 'comira' in a lowercase, sans-serif font.	4321999
RIAS	4302234
SILVERCATS	2561674
TEST US.	4332535