

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PSI Services LLC		03/23/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Performance Assessment Network, Inc.		
Street Address:	11590 N. Meridian Street Suite 200		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2619770	PAN	
Registration Number:	3061556	PAN	
Registration Number:	2641767	PAN PERFORMANCE ASSESSMENT NETWORK	
Registration Number:	3219751	PAN POWERED	
Registration Number:	2611675	PERFORMANCE ASSESSMENT NETWORK	
Registration Number:	3274513	VITA	
Registration Number:	2975279	VITAL INFORMATION FOR TALENT ASSESSMENT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	215.864.8209		
Email:	jacobsh@ballardspahr.com, phila_tmddocketing@ballardspahr.com		
Correspondent Name:	Hara K. Jacobs		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Hara K. Jacobs		
SIGNATURE:	/Hara K. Jacobs/		

CH \$190.00 2619770

DATE SIGNED:	04/07/2017
Total Attachments: 3 source=Performance Assessment Network, Inc. (Rescission of TM Assignment)#page1.tif source=Performance Assessment Network, Inc. (Rescission of TM Assignment)#page2.tif source=Performance Assessment Network, 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 Performance Assessment Network, Inc. ("Assignor") a Delaware corporation, having an address of 11590 N. Meridian Street Suite 200, Carmel, Indiana 46032 and PSI Services LLC, a Delaware limited liability company having an address of 611 N. Brand Boulevard, 10th 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: [Signature]

By: [Signature]

Name: Stephen Tapp
Title: Authorized Representative

Name: Jeffrey E. Moxie
Title: Chief Financial Officer

State of California
County of Los Angeles
Sworn to and subscribed
before me this 3rd day
of April, 2017

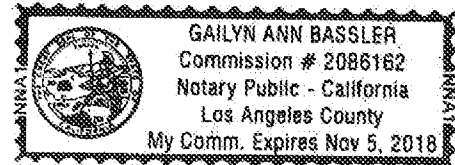
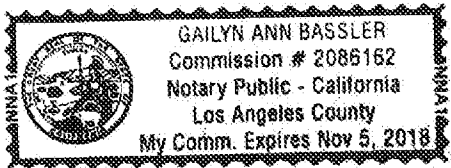
State of California
County of Los Angeles
Sworn to and subscribed
before me this 3rd day
of April, 2017

[Signature]
Notary Republic

[Signature]
Notary Republic

My Commission Expires:
November 5th, 2018

My Commission Expires:
November 5th, 2018



SCHEDULE A

(TM-U.S.) (PAN)

Mark	Registration No.
PAN	2619770
<i>PAN</i>	3061556
<u><i>PAN</i></u>	2641767
PAN POWERED	3219751
PERFORMANCE ASSESSMENT NETWORK	2611675
VITA	3274513
VITAL INFORMATION FOR TALENT ASSESSMENT	2975279