

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		08/01/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	PeopleAdmin, Inc.		
Street Address:	805 Las Cimas Pkwy		
Internal Address:	#400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: DELAWARE		
Name:	Netchemia, LLC		
Street Address:	805 Las Cimas Pkwy		
Internal Address:	#400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	eSchool Solutions, LLC		
Street Address:	805 Las Cimas Pkwy		
Internal Address:	#400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Teacher Match, LLC		
Street Address:	805 Las Cimas Pkwy		
Internal Address:	#400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: DELAWARE		

TRADEMARK

Name:	Performace Matters LLC
Street Address:	7730 South Union Park Avenue
Internal Address:	Suite 500
City:	Sandy
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4229927	SELECTSUITE
Registration Number:	2998103	SCHOOLSPRING
Registration Number:	2998106	SCHOOLSPRING
Registration Number:	3255078	NETIEP
Registration Number:	4324373	EDUTELLIGENCE
Registration Number:	4159441	ESCHOOL SOLUTIONS
Registration Number:	3151436	SMARTINDEXPRESS
Registration Number:	4883348	ADVANCED EDUCATION TALENT MANAGEMENT
Registration Number:	4966054	DATA-DRIVEN. PEOPLE-POWERED.
Registration Number:	4721822	EDUCATOR'S PROFESSIONAL INVENTORY
Registration Number:	4780301	EPI
Registration Number:	5019231	INTELLIGLANCE
Registration Number:	4864823	IPI: INSTRUCTIONAL PROFICIENCY INVENTORY
Serial Number:	86957952	PDP PROFESSIONAL DEVELOPMENT PROFILE
Serial Number:	86957933	PDP
Registration Number:	4870334	SMARTFIND
Serial Number:	86284890	SMARTFINDSOLUTIONS
Registration Number:	4275500	TEACHERMATCH
Serial Number:	86574622	TEACHERMATCH 360
Registration Number:	4763241	TEACHERMATCH QUEST
Serial Number:	86559557	TEACHERMATCH TALENTALK
Registration Number:	5494827	TEACHERMATCH THRIVE
Serial Number:	86883675	W.I.R.E.
Registration Number:	5075120	WORKFORCE INTELLIGENCE RESPONSE ENGINE
Registration Number:	4183110	TRUENORTHLOGIC
Registration Number:	5049423	TRUENORTHLOGIC
Registration Number:	4064953	FORMATIVE ACTION SYSTEM FOR TEACHER EFFE
Registration Number:	4648158	UNIFY TOGETHER WE CREATE
Registration Number:	4631426	P

Property Type	Number	Word Mark
Registration Number:	4075998	FASTE
Registration Number:	3045031	PERFORMANCE MATTERS

CORRESPONDENCE DATA

Fax Number: 2128594000
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.
Phone: 2128598000
Email: mark.konzelmann@friedfrank.com
Correspondent Name: Mark J Konzelmann
Address Line 1: 1 New york plaza
Address Line 2: floor 26
Address Line 4: new york, NEW YORK 10004

NAME OF SUBMITTER:	Mark J Konzelmann
SIGNATURE:	/Mark J Konzelmann/
DATE SIGNED:	08/09/2018

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made as of August 1, 2018 (“Effective Date”) by Wells Fargo Bank, National Association, a national banking association, as Agent (“Grantee”), in favor of the Grantors set forth on Schedule I hereto (each a “Grantor”, and collectively, the “Grantors”). All capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the 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”).

WHEREAS, pursuant to the terms and conditions of the IP Security Agreement, PeopleAdmin, Inc. unconditionally granted, assigned, and pledged to Grantee a continuing security interest in and to all of its Trademarks and Trademark Intellectual Property License to which it was a party including those referred to as Trademark Collateral on Schedule I hereto; all goodwill of the business connected with the use of, and symbolized by each such Trademark and each such Trademark Intellectual Property License; and all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any such Trademarks exclusively licensed under any such Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any such Trademark Intellectual Property License (the “Trademark Collateral”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on May 15, 2013 at Reel 5028, Frame 0248;

WHEREAS, pursuant to the terms and conditions of that certain Amendment Number One to Intellectual Property Security Agreement dated as of February 19, 2015 (the “First Amendment”), Netchemia, LLC unconditionally granted, assigned, and pledged to Grantee a continuing security interest in and to Additional IP Collateral (as such term is defined in the First Amendment), including the Trademarks identified as First Amendment Collateral on Schedule I hereto (the “First Amendment Collateral”);

WHEREAS, the First Amendment was recorded with the United States Patent and Trademark Office on February 19, 2015 at Reel 5462, Frame 0716;

WHEREAS, pursuant to the terms and conditions of that certain Amendment Number Two to Intellectual Property Security Agreement dated as of May 23, 2016 (the “Second Amendment”), Teacher Match, LLC and eSchool Solutions, LLC unconditionally granted, assigned, and pledged to Grantee a continuing security interest in and to Additional IP Collateral (as such term is defined in the Second Amendment), including the Trademarks identified as Second Amendment Collateral on Schedule I hereto (the “Second Amendment Collateral”);

WHEREAS, the Second Amendment was recorded with the United States Patent and Trademark Office on May 23, 2016 at Reel 5798, Frame 0882;

WHEREAS, pursuant to the terms and conditions of that certain Amendment Number Three to Intellectual Property Security Agreement dated as of February 16, 2018 (the "Third Amendment"), Performance Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC unconditionally granted, assigned, and pledged to Grantee a continuing security interest in and to Additional IP Collateral (as such term is defined in the Third Amendment), including the Trademarks identified as Third Amendment Collateral on Schedule I hereto (the "Third Amendment Collateral");

WHEREAS, the Third Amendment was recorded with the United States Patent and Trademark Office on February 20, 2018 at Reel 6274, Frame 0813;

WHEREAS, pursuant to the terms and conditions of that certain Patent Security Agreement, dated as of May 23, 2016, Teacher Match, LLC unconditionally granted, collaterally assigned, and pledged to Grantee a continuing security interest in and to all of its Patents including the Patents identified as Patent Collateral on Schedule I hereto (the "Patent Collateral");

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on May 23, 2016 at Reel 038688, Frame 0584;

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, the First Amendment Collateral, the Second Amendment Collateral, the Third Amendment Collateral, and the Patent Collateral.

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

1. Grantee hereby terminates, releases, and discharges its security interest in the Trademark Collateral, the First Amendment Collateral, the Second Amendment Collateral, the Third Amendment Collateral, and the Patent Collateral granted pursuant to the IP Security Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Patent Security Agreement, including, without limitation, its security interest in the trademarks and patents listed in Schedule I granted pursuant to the IP Security Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Patent Security Agreement, and reassigns to the applicable Grantor all right, title, and interest of Grantee in the Trademark Collateral, the First Amendment Collateral, the Second Amendment Collateral, the Third Amendment Collateral, and the Patent Collateral pursuant to the IP Security Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Patent Security Agreement.

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Agent

By: Andrew Currie
Name: Andrew Currie
Title: Director

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 006410 FRAME: 0141

Schedule I

Trademark Collateral

Grantor	Country	Trademark	Registration No.	Registration Date
PeopleAdmin, Inc.	U.S.	SelectSuite	4229927	10/23/2012

First Amendment Collateral

Grantor	Country	Trademark	Registration No.	Registration Date
Netchemia, LLC	U.S.	SchoolSpring	2998103	9/30/2005
Netchemia, LLC	U.S.	SchoolSpring	2998106	9/20/2005
Netchemia, LLC	U.S.	netIEP	3255078	6/26/2007

Second Amendment Collateral

Grantor	Country	Trademark	Application/ Registration No.	Application/ Registration Date
eSchool Solutions, LLC	U.S.	EDUTELLIGENCE	4324373	4/23/13
eSchool Solutions, LLC	U.S.	ESCHOOL SOLUTIONS	4159441	4/3/12
eSchool Solutions, LLC	U.S.	SMARTFINDEXPRESS	3151436	1/31/06
Teacher Match, LLC	U.S.	ADVANCED EDUCATION TALENT MANAGEMENT	4883348	1/5/16
Teacher Match, LLC	U.S.	DATA-DRIVEN. PEOPLE-POWERED.	4966054	May 24, 2016
Teacher Match, LLC	U.S.	EDUCATOR'S PROFESSIONAL INVENTORY	4721822	4/14/15
Teacher Match, LLC	U.S.	EPI	4780301	7/28/15
Teacher Match, LLC	U.S.	INTELLIGLANCE	5019231	August 9, 2016
Teacher Match, LLC	U.S.	IPI: INSTRUCTIONAL PROFICIENCY	4864823	12/1/15

Grantor	Country	Trademark	Application/ Registration No.	Application/ Registration Date
		INVENTORY		
Teacher Match, LLC	U.S.	PDP PROFESSIONAL DEVELOPMENT PROFILE	86957952	N/A
Teacher Match, LLC	U.S.	PDP	86957933	N/A
Teacher Match, LLC	U.S.	SMARTFIND	4870334	12/15/15
Teacher Match, LLC	U.S.	SMARTFINDSOLUTIONS	86284890	N/A
Teacher Match, LLC	U.S.	TEACHERMATCH	4275500	1/15/13
Teacher Match, LLC	U.S.	TEACHERMATCH 360	86574622	N/A
Teacher Match, LLC	U.S.	TEACHERMATCH QUEST	4763241	6/30/15
Teacher Match, LLC	U.S.	TEACHERMATCH TALENTALK	86559557	N/A
Teacher Match, LLC	U.S.	TEACHERMATCH THRIVE	5494827	Jun. 19, 2018
Teacher Match, LLC	U.S.	W.I.R.E.	86883675	N/A
Teacher Match, LLC	U.S.	WORKFORCE INTELLIGENCE RESPONSE ENGINE	5075120	Nov. 01, 2016

Third Amendment Collateral

Grantor	Country	Trademark	Serial No.	Reg. No.	Reg. Date
Performance Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC	U.S.	TRUENORTHLOGIC (stylized)	85491160	4183110	7/31/2012
Performance Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC	U.S.	TRUENORTHLOGIC	86912949	5049423	9/27/2016
Performance Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC	U.S.	FORMATIVE ACTION SYSTEM FOR TEACHER EFFECTIVENESS	85285648	4064953	11/29/2011
Performance Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC	U.S.	UNIFY TOGETHER WE CREATE (stylized)	86192668	4648158	12/2/2014
Performance	U.S.	P (stylized)	86191990	4631426	11/4/2014

Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC					
Performance Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC	U.S.	FASTE	85133856	4075998	12/27/2011
Performance Matters LLC, Teacher Match, LLC, eSchool Solutions, LLC, PeopleAdmin, Inc., and Netchemia, LLC	U.S.	PERFORMANCE MATTERS	78438201	3045031	1/17/2006

Patent Collateral

Grantor	Country	Patent	Application No.	Filing Date
Teacher Match, LLC	U.S.	System and method for teacher candidate assessment	14557828	12/2/14
Teacher Match, LLC	U.S.	Professional development opportunity and recommendation system	62297201	2/19/16
Teacher Match, LLC	U.S.	Substitute employee placement system	62297209	2/19/16