

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485511

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:	Performance Matters LLC		
Street Address:	7700 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: 7			
Property Type	Number	Word Mark	
Registration Number:	4183110	TRUENORTHLOGIC	
Registration Number:	5049423	TRUENORTHLOGIC	
Registration Number:	4064953	FORMATIVE ACTION SYSTEM FOR TEACHER EFFE	
Serial Number:	86192668	UNIFY TOGETHER WE CREATE	
Registration Number:	4631426	P	
Registration Number:	4075998	FASTE	
Registration Number:	3045031	PERFORMANCE MATTERS	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	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		

CH \$190.00 4183110

SIGNATURE:	/Mark J Konzelmann/
DATE SIGNED:	08/09/2018
Total Attachments: 3 source=Pinnacle - Payoff (PeopleAdmin-Wells) - Trademark IP Release #page1.tif source=Pinnacle - Payoff (PeopleAdmin-Wells) - Trademark IP Release #page2.tif source=Pinnacle - Payoff (PeopleAdmin-Wells) - Trademark IP Release #page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (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 Performance Matters LLC (“Grantor”). All capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement, dated as of February 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”).

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Grantor unconditionally granted, collaterally assigned, and pledged to Grantee a continuing security interest in and to all of its Trademarks including those referred to on Schedule I hereto; all goodwill of the business connected with the use of, and symbolized by each such Trademark and each 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, including right to receive any damages, or (ii) injury to the goodwill associated with any such Trademark (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 20, 2018 at Reel 6274, Frame 0441;

WHEREAS, Grantee now desires to release its security interest in the Trademark 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 granted pursuant to the Trademark Security Agreement, including, without limitation, its security interest in the trademarks listed in Schedule I granted pursuant to the Trademark Security Agreement, and reassigns to the Grantor all right, title, and interest of Grantee in the Trademark Collateral.

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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

Schedule I

Trademark Collateral

Grantor	Trademark	Serial No.	Reg. No.	Reg. Date
Performance Matters LLC	TRUENORTHLOGIC (stylized)	85-491,160	4,183,110	7/31/2012
Performance Matters LLC	TRUENORTHLOGIC	86-912,949	5,049,423	9/27/2016
Performance Matters LLC	FORMATIVE ACTION SYSTEM FOR TEACHER EFFECTIVENESS	85-285,648	4,064,953	11/29/2011
Performance Matters LLC	UNIFY TOGETHER WE CREATE (stylized)	86-192,668	4,6448,158	12/2/2014
Performance Matters LLC	P (stylized)	86-191,990	4,631,426	11/4/2014
Performance Matters LLC	FASTE	85-133,856	4,075,998	12/27/2011
Performance Matters LLC	PERFORMANCE MATTERS	78-438,201	3,045,031	1/17/2006