

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACAS, LLC		08/01/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PowerSchool Group LLC		
Street Address:	150 Parkshore Dr		
City:	Folsom		
State/Country:	CALIFORNIA		
Postal Code:	95630		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2304146	POWERGRADE	
Registration Number:	2304150	POWERSCHOOL	
Registration Number:	2587500	POWERSCHOOL	
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		
SIGNATURE:	/Mark J Konzelmann/		
DATE SIGNED:	08/09/2018		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 1, 2018 (this "Release"), is made by ACAS, LLC (formerly known as American Capital, Ltd.), in its capacity as collateral agent (the "Collateral Agent") for the secured parties, is made in favor of PowerSchool Group LLC, a Delaware limited liability company ("Pledgor"). Capitalized terms not otherwise defined in this Release shall have the meanings attributed to them in the Trademark Security Agreement (as defined below).

WHEREAS, Pledgor, is party to a Second Lien Security Agreement, dated as of July 31, 2015 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, Pledgor executed and delivered the Second Lien Trademark Security Agreement, dated as of July 31, 2015, in favor of the GCI Capital Markets, LLC ("Original Collateral Agent"), which was recorded in the records of the United States Patent and Trademark Office at Reel 5611, Frame 0370, on August 28, 2015 (the "Original Trademark Security Agreement"), which Original Trademark Security Agreement was assigned to Collateral Agent pursuant to that certain Assignment of Second Lien Trademark Security Agreement dated as of July 31, 2015, by Original Collateral Agent in favor of Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office at Reel 5626, Frame 0181, on September 18, 2015 (the "Assignment"; the Original Trademark Security Agreement as modified by the Assignment, the "Trademark Security Agreement").

WHEREAS, pursuant to the Trademark Security Agreement, Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in and to all of its right, title and interest in, to and under all of the following: (a) all Trademarks of Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule I attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

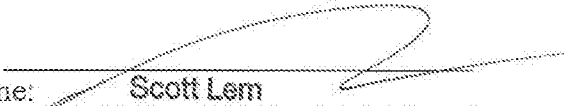
WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 4 of the Trademark Security Agreement, the Collateral Agent has agreed to execute this Release.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its Lien on and security interest in and to the Trademark Collateral, and discharges, quit claims, and relinquishes unto Pledgor, and re-assigns to Pledgor any and all right, title or interest it may have in, to, or under the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACAS, LLC, as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE I

Mark	Registration Number or Application Number	Filing Date/Issued Date	Record Owner
POWERGRADE	2304146	12/28/1999	PowerSchool Group LLC
POWERSCHOOL	2304150	12/28/1999	PowerSchool Group LLC
POWERSCHOOL	2587500	7/2/2002	PowerSchool Group LLC