TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Haiku Learning, Inc.		08/01/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4631099	HAIKU LEARNING

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: NEW YORK, NEW YORK 10022

OP $40.00 4631099

ATTORNEY DOCKET NUMBER:	039269-0553
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	01/16/2019

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Agreement"), dated as of August 1, 2018, is entered into by each of the undersigned (each, a "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Second Lien Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

(i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

(ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(iii) all extensions and renewals of the foregoing;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. First Lien/Second Lien Intercreditor. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to Barclays Bank PLC, as administrative agent and/or collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of August 1, 2018, among Holdings, the Borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto, Barclays Bank PLC, as administrative agent and collateral agent, and the other parties thereto, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of August 1, 2018, among Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent, each additional Second Priority Representative and Senior Representative from time to time party thereto and Holdings, the Borrowers and their respective subsidiaries and affiliated entities party thereto. In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement and this Agreement, the provisions of the First Lien/Second Lien Intercreditor Agreement shall govern and control. In the event of any such

conflict or inconsistency, each Grantor may act (or omit to act) in accordance with the First Lien/Second Lien Intercreditor Agreement, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ESCHOOL SOLUTIONS, LLC
PEOPLEADMIN, INC.
PERFORMANCE MATTERS LLC
TEACHER MATCH, LLC

By:_____
Name: Ziad Fanous
Title: Chief Financial Officer

CHALKABLE, INC.
HAIKU LEARNING, INC.
INFOSNAP LLC
INTERACTIVE ACHIEVEMENT, LLC
POWERSCHOOL GROUP LLC
POWERSCHOOL SPECIAL EDUCATION LLC

By:_____
Name: Mark Oldemeyer
Title: Chief Financial Officer

[Signature page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ESCHOOL SOLUTIONS, LLC
PEOPLEADMIN, INC.
PERFORMANCE MATTERS LLC
TEACHER MATCH, LLC

By:_____
Name: Ziad Fanous
Title: Chief Financial Officer

CHALKABLE, INC.
HAIKU LEARNING, INC.
INFOSNAP LLC
INTERACTIVE ACHIEVEMENT, LLC
POWERSCHOOL GROUP LLC
POWERSCHOOL SPECIAL EDUCATION LLC

By:_____
Name: Mark Oldemeyer
Title: Chief Financial Officer

[Signature page to Second Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Second Lien Collateral Agent

By: _____
Name: William O'Daly
Title: Authorized Signatory

By: _____
Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

Trademark Applications

Trademark	Jurisdiction	Application Number	Filing Date	Status	Registrant
UNIFIED CLASSROOM	U.S.	87374009	3/16/2017	Pending	PowerSchool Group LLC

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
SCHOOL MINDER	U.S.	1730736	11/10/1992	Registered – Renewed	Chalkable, Inc.
LE LEARNING EARNINGS & DESIGN	U.S.	4563546	7/8/2014	Registered	Chalkable, Inc.
DESIGN ONLY	U.S.	4575049	7/29/2014	Registered	Chalkable, Inc.
CHALKABLE	U.S.	4710445	3/31/2015	Registered	Chalkable, Inc.
HAIKU LEARNING & DESIGN	U.S.	4631099	11/4/2014	Registered	Haiku Learning, Inc.

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
haiku learning					
SMARTFORM	U.S.	4660395	12/23/2014	Registered	InfoSnap LLC
A SOLUTION THAT REGISTERS	U.S.	4731548	5/5/2015	Registered	InfoSnap LLC
Y AND DESIGN	U.S.	4731547	5/5/2015	Registered	InfoSnap LLC
ONLINE TEACHER RESOURCE AND ASSESSMENT COMMUNITY	U.S.	4097288	2/7/2012	Registered - Supplemental Register	Interactive Achievement, LLC
TRACBOOK LDS	U.S.	4344110	5/28/2013	Registered	Interactive Achievement, LLC
TRACBOOK LONGITUDINAL DATA SYSTEM	U.S.	4393721	8/27/2013	Registered	Interactive Achievement, LLC
IA INTERACTIVE ACHIEVEMENT WHERE LEARNING NEVER STOPS AND DESIGN	U.S.	4657065	12/16/2014	Registered	Interactive Achievement, LLC
WHERE LEARNING NEVER STOPS	U.S.	4664451	12/30/2014	Registered	Interactive Achievement, LLC
POWERGRADE	U.S.	2304146	12/28/1999	Registered – Renewed	PowerSchool Group LLC
POWERSCHOOL	U.S.	2304150	12/28/1999	Registered – Renewed	PowerSchool Group LLC
POWERSCHOOL	U.S.	2587500	7/2/2002	Registered – Renewed	PowerSchool Group LLC
P & DESIGN	U.S.	5098580	12/13/2016	Registered	PowerSchool Group

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
					LLC
TIENET	U.S.	2701050	5/25/2003	Registered – Renewed	PowerSchool Special Education LLC
TIENET & DESIGN TIENET	U.S.	4410048	10/1/2013	Registered	PowerSchool Special Education LLC
SMARTFINDEXPRESS	U.S.	3151436	10/3/2006	Registered – Renewed	eSchool Solutions, LLC
ESCHOOL SOLUTIONS	U.S.	4159441	6/19/2012	Registered	eSchool Solutions, LLC
EDUTELLIGENCE	U.S.	4324373	4/23/2013	Registered	eSchool Solutions, LLC
SELECTSUITE	U.S.	4229927	10/23/2012	Registered	PeopleAdmin, Inc.
TEACHERMATCH	U.S.	4275500	1/15/2013	Registered	Teacher Match, LLC
EDUCATOR'S PROFESSIONAL INVENTORY	U.S.	4721822	4/14/2015	Registered	Teacher Match, LLC
TEACHERMATCH QUEST	U.S.	4763241	6/30/2015	Registered	Teacher Match, LLC
EPI	U.S.	4780301	7/28/2015	Registered	Teacher Match, LLC
IPI: INSTRUCTIONAL PROFICIENCY INVENTORY	U.S.	4864823	12/1/2015	Registered	Teacher Match, LLC
SMARTFIND	U.S.	4870334	12/15/2015	Registered	Teacher Match, LLC

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
ADVANCED EDUCATION TALENT MANAGEMENT	U.S.	4883348	1/5/2016	Registered	Teacher Match, LLC
DATA-DRIVEN. PEOPLE-POWERED.	U.S.	4966054	5/24/2016	Registered	Teacher Match, LLC
INTELLIGLANCE	U.S.	5019231	8/9/2016	Registered	Teacher Match, LLC
WORKFORCE INTELLIGENCE RESPONSE ENGINE	U.S.	5075120	11/1/2016	Registered	Teacher Match, LLC
TEACHERMATCH THRIVE	U.S.	5494827	6/18/2018	Registered	Teacher Match, LLC
TRUENORTHLOGIC (STYLIZED)	U.S.	4183110	7/31/2012	Registered	Performance Matters LLC
TRUENORTHLOGIC	U.S.	5049423	9/27/2016	Registered	Performance Matters LLC
UNIFY TOGETHER WE CREATE (stylized)	U.S.	4648158	12/2/2014	Registered	Performance Matters LLC
P (stylized)	U.S.	4631426	11/4/2014	Registered	Performance Matters LLC
FASTE	U.S.	4075998	12/27/2011	Registered	Performance Matters LLC
PERFORMANCE MATTERS	U.S.	3045031	1/17/2006	Registered (Renewed)	Performance Matters LLC