

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM506203

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|---------------|
| Teacher Match, LLC | | 08/01/2018 | LLC: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Barclays Bank PLC, as Collateral Agent |
| Street Address: | 745 Seventh Avenue |
| Internal Address: | 27th Floor |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Public Limited Company: UNITED KINGDOM |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4275500 | TEACHERMATCH |
| Registration Number: | 4721822 | EDUCATOR'S PROFESSIONAL INVENTORY |
| Registration Number: | 4763241 | TEACHERMATCH QUEST |
| Registration Number: | 4780301 | EPI |
| Registration Number: | 4864823 | IPI: INSTRUCTIONAL PROFICIENCY INVENTORY |
| Registration Number: | 4870334 | SMARTFIND |
| Registration Number: | 4883348 | ADVANCED EDUCATION TALENT MANAGEMENT |
| Registration Number: | 4966054 | DATA-DRIVEN. PEOPLE-POWERED. |
| Registration Number: | 5019231 | INTELLIGLANCE |
| Registration Number: | 5075120 | WORKFORCE INTELLIGENCE RESPONSE ENGINE |
| Registration Number: | 5494827 | TEACHERMATCH THRIVE |

CH \$290.00 4275500

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

ATTORNEY DOCKET NUMBER: 039269-0553

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 01/16/2019

Total Attachments: 9

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First 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 Barclays Bank PLC as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the First Lien Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain First 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 “First 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 First 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 First 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 First 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 First Lien Pledge and Security Agreement, the provisions of the First 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.

[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: Zigid 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 First Lien Trademark Security Agreement]

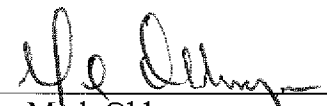
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

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

BARCLAYS BANK PLC, as Collateral Agent

By: 

Name: Chris Walton

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
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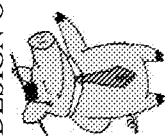
SCHEDULE A

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 |
|--|--------------|---------------------|-------------------|------------------------------------|------------------------------|
|  | | | | | |
| 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  | U.S. | 4410048 | 10/1/2013 | Registered | PowerSchool Special Education LLC |
| SMARTINDEXPRESS | 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 |
| INTELLIGENCE | 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 |