

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bridge Loan Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haiku Learning, Inc.		03/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4631099	HAIKU LEARNING	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
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:	03/03/2021		
Total Attachments: 12			
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BRIDGE LOAN TRADEMARK SECURITY AGREEMENT

This Bridge Loan Trademark Security Agreement (this “Agreement”), dated as of March 3, 2021, 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 Bridge Loan Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Bridge Loan 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 “Bridge Loan 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 Bridge Loan 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 Bridge Loan 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 Bridge Loan 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 Bridge Loan Pledge and Security Agreement, the provisions of the Bridge Loan 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:

POWERSCHOOL GROUP LLC

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

TEACHER MATCH, LLC

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

CHALKABLE, INC.

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

HAIKU LEARNING, INC.

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

INFOSNAP LLC

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

INTERACTIVE ACHIEVEMENT, LLC

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

POWERSCHOOL SPECIAL EDUCATION LLC

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

ESCHOOL SOLUTIONS, LLC

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

PERFORMANCE MATTERS LLC

DocuSigned by:
By: Eric Shander
Name: Eric Shander
Title: Chief Financial Officer, Treasurer and Secretary

SCHOOLGY, INC.

DocuSigned by:

By: Eric Shander

Name: Eric Shander

Title: Chief Financial Officer, Treasurer and Secretary

PEOPLEADMIN, INC.

DocuSigned by:

By: Eric Shander

Name: Eric Shander

Title: Chief Financial Officer, Treasurer and Secretary

BARCLAYS BANK PLC, as Collateral Agent


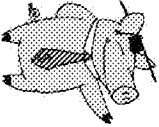
By: 
Name: Sean Duggan
Title: Vice President


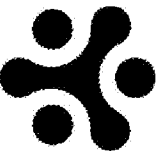
SCHEDULE A
TRADEMARKS

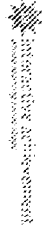


Trademark Applications

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

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
SCHOOL MINDER	U.S.	1730736	11/10/1992	Chalkable, Inc.
LE LEARNING EARNINGS & DESIGN 	U.S.	4563546	7/8/2014	Chalkable, Inc.
DESIGN ONLY 	U.S.	4575049	7/29/2014	Chalkable, Inc.

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
CHALKABLE	U.S.	4710445	3/31/2015	Chalkable, Inc.
HAIKU LEARNING & DESIGN 	U.S.	4631099	11/4/2014	Haiku Learning, Inc.
SMARTFORM	U.S.	4660395	12/23/2014	InfoSnap LLC
A SOLUTION THAT REGISTERS	U.S.	4731548	5/5/2015	InfoSnap LLC
Y AND DESIGN 	U.S.	4731547	5/5/2015	InfoSnap LLC
ONLINE TEACHER RESOURCE AND ASSESSMENT COMMUNITY	U.S.	4097288	2/7/2012	Interactive Achievement, LLC
TRACBOOK LDS	U.S.	4344110	5/28/2013	Interactive Achievement, LLC
TRACBOOK LONGITUDINAL DATA SYSTEM	U.S.	4393721	8/27/2013	Interactive Achievement, LLC

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
IA INTERACTIVE ACHIEVEMENT WHERE LEARNING NEVER STOPS AND DESIGN 	U.S.	4657065	12/16/2014	Interactive Achievement, LLC
WHERE LEARNING NEVER STOPS	U.S.	4664451	12/30/2014	Interactive Achievement, LLC
POWERGRADE	U.S.	2304146	12/28/1999	PowerSchool Group LLC
POWERSCHOOL	U.S.	2304150	12/28/1999	PowerSchool Group LLC
POWERSCHOOL	U.S.	2587500	7/2/2002	PowerSchool Group LLC
P & DESIGN 	U.S.	5098580	12/13/2016	PowerSchool Group LLC
UNIFIED CLASSROOM	U.S.	5557228	9/4/2018	PowerSchool Group LLC
TENET	U.S.	2701050	3/25/2003	PowerSchool Special Education LLC
TENET & DESIGN 	U.S.	4410048	10/1/2013	PowerSchool Special Education LLC
SMARTFINDEXPRESS	U.S.	3151436	10/3/2006	eSchool Solutions, LLC

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
ESCHOOL SOLUTIONS	U.S.	4159441	6/19/2012	eSchool Solutions, LLC
EDUTELLIGENCE	U.S.	4324373	4/23/2013	eSchool Solutions, LLC
SELECTSUITE	U.S.	4229927	10/23/2012	PeopleAdmin, Inc.
TEACHERMATCH	U.S.	4275500	1/15/2013	Teacher Match, LLC
EDUCATOR'S PROFESSIONAL INVENTORY	U.S.	4721822	4/14/2015	Teacher Match, LLC
TEACHERMATCH QUEST	U.S.	4763241	6/30/2015	Teacher Match, LLC
EPI	U.S.	4780301	7/28/2015	Teacher Match, LLC
IPI: INSTRUCTIONAL PROFICIENCY INVENTORY	U.S.	4864823	12/1/2015	Teacher Match, LLC
SMARTFIND	U.S.	4870334	12/15/2015	Teacher Match, LLC
ADVANCED EDUCATION TALENT MANAGEMENT	U.S.	4883348	1/5/2016	Teacher Match, LLC
DATA-DRIVEN. PEOPLE-POWERED.	U.S.	4966054	5/24/2016	Teacher Match, LLC
INTELLIGENCE	U.S.	5019231	8/9/2016	Teacher Match, LLC
WORKFORCE INTELLIGENCE RESPONSE ENGINE	U.S.	5075120	11/1/2016	Teacher Match, LLC

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
TEACHERMATCH THRIVE	U.S.	5494827	6/18/2018	Teacher Match, LLC
TRUENORTHLOGIC (STYLIZED)	U.S.	4183110	7/31/2012	Performance Matters LLC
TRUENORTHLOGIC	U.S.	5049423	9/27/2016	Performance Matters LLC
UNIFY TOGETHER WE CREATE (stylized)	U.S.	4648158	12/2/2014	Performance Matters LLC
P (stylized)	U.S.	4631426	11/4/2014	Performance Matters LLC
FASTE	U.S.	4075998	12/27/2011	Performance Matters LLC
PERFORMANCE MATTERS	U.S.	3045031	1/17/2006	Performance Matters LLC
S and Design 	U.S.	4698321	10-Mar-2015	Schoology, Inc.
SCHOOLLOGY	U.S.	3752806	23-Feb-2010	Schoology, Inc.
SCHOOLLOGY	U.S.	5181714	11-Apr-2017	Schoology, Inc.
SCHOOLLOGY and Design 	U.S.	4702433	17-Mar-2015	Schoology, Inc.