

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schoology, LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PowerSchool Group LLC		
Street Address:	150 Parkshore Drive		
City:	Folsom		
State/Country:	CALIFORNIA		
Postal Code:	95630		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87140630	AMP	
Serial Number:	87204035	SCHOOLGY	
Serial Number:	77397743	SCHOOLGY	
CORRESPONDENCE DATA			
Fax Number:	6123212288		
<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:	6123212800		
Email:	mplsbrandsteam02@nortonrosefulbright.com		
Correspondent Name:	Felicia J. Boyd		
Address Line 1:	98 San Jacinto Boulevard, Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	1001192333		
NAME OF SUBMITTER:	Kerry R Thompson - Paralegal		
SIGNATURE:	/Kerry R Thompson/		
DATE SIGNED:	12/23/2021		
Total Attachments: 7			
source=Assignment - Schoology LLC to PowerSchool Group LLC#page1.tif			

OP \$90.00 87140630

source=Assignment - Schoology LLC to PowerSchool Group LLC#page2.tif
source=Assignment - Schoology LLC to PowerSchool Group LLC#page3.tif
source=Assignment - Schoology LLC to PowerSchool Group LLC#page4.tif
source=Assignment - Schoology LLC to PowerSchool Group LLC#page5.tif
source=Assignment - Schoology LLC to PowerSchool Group LLC#page6.tif
source=Assignment - Schoology LLC to PowerSchool Group LLC#page7.tif

**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement, dated as of December 15, 2021 (this “Agreement”), is made by and between Schoology, LLC, a Delaware limited liability company with a principal place of address at 2 Penn Plaza, 10th Floor, New York, New York 10121 USA (“Transferor”) and PowerSchool Group LLC, a Delaware limited liability company with a principal place of business at 150 Parkshore Drive, Folsom, California 95630 USA (“Transferee”).

WHEREAS, Transferor owns or holds all right, title, and interest in and to certain intellectual property and proprietary rights (including all intellectual property and proprietary rights to any software, including the software’s source code, object code, documentation, databases, APIs, and other components of and works embodied in the software) which currently are or were used in, or were obtained or developed for, Transferor’s business, specifically related to the Schoology platform product and services as well as other properties as listed in Schedule 1, Schedule 2 and Schedule 3 (collectively, the “Assigned Intellectual Property”);

WHEREAS, Transferor desires to distribute, transfer, assign, and deliver to Transferee the Assigned Intellectual Property; and

WHEREAS, Transferor desires to execute and deliver this Intellectual Property Assignment Agreement, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Transferor hereby irrevocably distributes, transfers, assigns, conveys, and delivers to Transferee, and Transferee hereby accepts, all of Transferor’s right, title and interest in and to the Assigned Intellectual Property, including, but not limited to:

a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

b. the trademark registrations and applications set forth on Schedule 2 hereto (collectively, the “Trademarks”) and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies the transfer of Transferor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

c. the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof;

CONFIDENTIAL

d. all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

f. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default with the right but not obligation to sue for such legal or equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment Agreement upon request by Transferee. Each of the parties hereto, without further consideration, shall execute and deliver other documents and take such other action as may be necessary to consummate more effectively the subject matter hereof.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and legal representatives of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto or their respective successors and assigns, any rights or benefits under or by reason of this Agreement.

4. Entire Agreement. It is expressly understood and agreed that this Agreement contains the entire agreement and understanding concerning the subject matter herein, and supersedes and replaces all prior negotiations and agreements between the parties hereto, whether written or oral. It is expressly understood and agreed that there have been no promises, agreements, warranties or inducements, not herein expressed. The parties hereto acknowledge that they have read this Agreement and have executed it without relying upon any statements, representations, or warranties, written, or oral, not expressly set forth herein.

5. Waiver, Modification and Amendment. No provision herein may be waived unless in writing signed by the party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may be modified or amended only by written agreement executed by all the parties hereto.

6. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Delaware.

7. Severability. In the event that one or more of the provisions or portions thereof of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each of the remaining provisions or portion thereof shall remain, continue to be valid and effective and be enforceable to the fullest extent permitted by law.

CONFIDENTIAL

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all when taken together shall constitute the Agreement.

* * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

TRANSFEROR:

SCHOOLGY, LLC

By: DocuSigned by: Phil Radmilovic 12/15/2021
Name: Phil Radmilovic
Its: VP Treasurer

TRANSFeree:

POWERSCHOOL GROUP LLC

By: DocuSigned by: Eric Shander 12/15/2021
Name: Eric Shander
Its: CFO