

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pearson Canada Inc.		07/31/2015	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	PowerSchool Canada ULC		
Street Address:	1425 Norjohn Court, Building C		
City:	Burlington, Ontario		
State/Country:	CANADA		
Postal Code:	L7L 0E6		
Entity Type:	Unlimited Liability Corporation: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2177172	WIN SCHOOL	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	38123-220 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	08/13/2015		
Total Attachments: 4			
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CH \$40.00 2177172

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (together with the schedule attached hereto, this "Trademark Assignment") is dated as of July 31, 2015 (the "Effective Date") between Pearson Canada Inc., an Ontario corporation ("Assignor"), and PowerSchool Canada ULC, an unlimited liability corporation organized under the laws of the Province of British Columbia ("Assignee").

WHEREAS, Assignee wishes to acquire all of Assignor's right, title, and interest in and to the trademark and corresponding registration set forth on Schedule A to this Trademark Assignment (the "Assigned Trademark"), and Assignor wishes to transfer such right, title, and interest to Assignee.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademark, including (a) all of the goodwill associated with the Assigned Trademark; (b) all rights to file for and maintain registration(s) therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademark; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

2. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America and the empowered officials of all other relevant governments to issue or transfer all Assigned Trademark to Assignee, as assignee of the entire right, title, and interest therein.

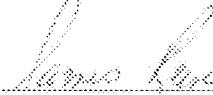
3. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

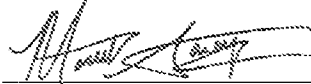
Pearson Canada Inc.

By: 
Name: James Reeve
Title: Managing Director

Signature Page to Trademark Assignment

ASSIGNEE:

PowerSchool Canada ULC

By:  _____

Name: Maneet S. Saroya

Title: Chief Executive Officer and President

Schedule A

- WIN SCHOOL (U.S. Reg. No. 2177172)