

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks recorded at R/F 7315/0825		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		08/02/2021	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Naviance, Inc.		
Street Address:	3033 Wilson Blvd		
Internal Address:	suite 500		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2663392	NAVIANCE	
Registration Number:	4341573	CONNECT LEARNING TO LIFE	
Registration Number:	3988265	COLLEGE POWER SCORE	
Registration Number:	3741447	SCHOOLS SYNC	
Registration Number:	3497568	NAVIANCE	
Registration Number:	3894207	STEPUP	
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:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	039269-0553		

CH \$165.00 2663392

NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/02/2021
Total Attachments: 3 source=PowerSchool - Second Lien Trademark Release(Executed)#page1.tif source=PowerSchool - Second Lien Trademark Release(Executed)#page2.tif source=PowerSchool - Second Lien Trademark Release(Executed)#page3.tif	

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 2, 2021 (the “Effective Date”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”) in favor of MIZUNI, INC., HOONUIT, INC., HOBSONS, INC., and NAVIANCE, INC. (each a “Grantor,” and collectively the “Grantors”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of August 1, 2018, by and among the Grantors and the Collateral Agent (as the same may have been amended, restated, amended and restated or otherwise modified, the “Second Lien Pledge and Security Agreement”), the Grantors executed and delivered that certain Second Lien Trademark Security Agreement, dated as of June 1, 2021 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on June 3, 2021 at Reel/Frame 7315/0686 (with respect to Mizuni, Inc.), at Reel/Frame 7315/0628 (with respect to Hoonuit, Inc.), at Reel/Frame 7315/0781 (with respect to Hobsons, Inc.), and at Reel/Frame 7315/0825 (with respect to Naviance, Inc.);

WHEREAS, pursuant to the Second Pledge and Security Agreement and the Trademark Security Agreement, each Grantor collaterally assigned, granted, mortgaged and pledged to the Collateral Agent, for the benefit of the Secured Parties, a security interest in (the “Security Interest”) all of the following property then owned or thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter had acquired any right, title or interest (but excluding any Excluded Assets): (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 USPTO, 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 then or thereafter due and/or payable with respect thereto; and (vi) all corresponding rights under applicable law in the United States (collectively, the “Trademark Collateral”); and

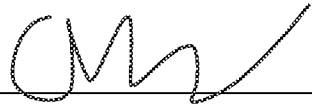
WHEREAS, the Collateral Agent and the Grantors acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

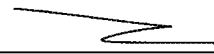
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to each Grantor all right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to record this Release in the USPTO.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

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

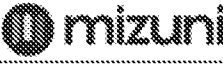

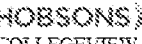

By: 
Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to Release of Second Lien Security Interest in Trademarks]

TRADEMARK
REEL: 007374 FRAME: 0524

SCHEDULE A

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
HOONUTT	U.S.	5946387	09/20/2016	Registered	Hoonutt, Inc.
MIZUNI	U.S.	4005020	08/02/2011	Registered	Mizuni, Inc.
DELIVERING INFORMATION TO INSPIRE EDUCATION	U.S.	4005021	08/02/2011	Registered	Mizuni, Inc.
MIZUNI AND DESIGN 	U.S.	4011270	08/16/2011	Registered	Mizuni, Inc.
VERS-FIT TECHNOLOGIES	U.S.	2463636	06/26/01	Registered	Hoonutt I, LLC
DESIGN ONLY 	U.S.	2457087	06/05/01	Registered	Hoonutt I, LLC
IZONIC	U.S.	2501565	10/30/01	Registered	Hoonutt I, LLC
REPVISITS	U.S.	6078912	6/16/2020	Registered	Hobsons, Inc.
HOBSONS AND DESIGN 	U.S.	4903200 Basis 66a filing	2/23/2016	Registered	Hobsons, Inc.
COLLEGEVIEW	U.S.	2405728	11/21/2000	Registered	Hobsons, Inc.
GRADVIEW	U.S.	2405825	11/21/2000	Registered	Hobsons, Inc.
DESIGN ONLY 	U.S.	2671883	1/7/2003	Registered	Hobsons, Inc.
HOBSONS	U.S.	3210072	2/20/2007	Registered	Hobsons, Inc.

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
HOBSONS	U.S.	3494479	9/2/2008	Registered	Hobsons, Inc.
STARFISH*	U.S.	3551457	12/23/2008	Registered	Hobsons, Inc.
SUPERMATCH	U.S.	3993627	7/12/2011	Registered	Hobsons, Inc.
HOBSONS	U.S.	4141057	5/15/2012	Registered	Hobsons, Inc.
START TO FINISH	U.S.	4609407	9/23/2014	Registered	Hobsons, Inc.
REPVISITS	U.S.	5093138	11/29/2016	Registered	Hobsons, Inc.
INTERSECT	U.S.	5638605	12/25/2018	Registered	Hobsons, Inc.
CCLR FRAMEWORK	U.S.	5923097	11/26/2019	Registered	Hobsons, Inc.
COLLEGE, CAREER AND LIFE READINESS FRAMEWORK	U.S.	5923098	11/26/2019	Registered	Hobsons, Inc.
CAMINO	U.S.	6148525	9/8/2020	Registered	Hobsons, Inc.
GRADVIEW	U.S.	2267452	8/3/1999	Registered	Hobsons, Inc.
NAVIANCE	U.S.	2663392	12/17/2002	Registered	Naviance, Inc.
CONNECT LEARNING TO LIFE	U.S.	4341573	5/28/2013	Registered	Naviance, Inc.
COLLEGE POWER SCORE	U.S.	3988265	7/5/2011	Registered	Naviance, Inc.
SCHOOLS SYNC	U.S.	3741447	1/26/2010	Registered	Naviance, Inc.
NAVIANCE	U.S.	3497368	9/9/2008	Registered	Naviance, Inc.
STEPUP	U.S.	3894207	12/21/2010	Registered	Naviance, Inc.