

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462680

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER THREE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PERFORMANCE MATTERS LLC		02/16/2018	Limited Liability Company: UTAH
TEACHER MATCH, LLC		02/16/2018	Limited Liability Company: DELAWARE
ESCHOOL SOLUTIONS, LLC		02/16/2018	Limited Liability Company: DELAWARE
PEOPLEADMIN, INC		02/16/2018	Corporation: DELAWARE
NETCHEMIA, LLC		02/16/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4183110	TRUENORTHLOGIC
Registration Number:	5049423	TRUENORTHLOGIC
Registration Number:	4064953	FORMATIVE ACTION SYSTEM FOR TEACHER EFFE
Registration Number:	4648158	UNIFY TOGETHER WE CREATE
Registration Number:	4631426	P
Registration Number:	4075998	FASTE
Registration Number:	3045031	PERFORMANCE MATTERS

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Rohani Mahyera, Esq.
Address Line 1: 200 Park Avenue, 28th FL
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: F175593 Amendment

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /ALANA GRAMER/

DATE SIGNED: 02/20/2018

Total Attachments: 6

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AMENDMENT NUMBER THREE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDMENT NUMBER THREE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 16, 2018 (this "Amendment"), is delivered pursuant to Section 7 of that certain Intellectual Property Security Agreement, dated as of May 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), among the New Grantor (defined below), Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as the agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the IP Security Agreement or, if not defined therein, the Credit Agreement (including Schedule 1.1 thereto).

WHEREAS, Borrower and Agent are parties to the IP Security Agreement, as recorded with the United States Patent and Trademark Office on May 15, 2013 at Reel 5028, Frame 0248, that certain Amendment Number One to Intellectual Property Security Agreement, as recorded with the United States Patent and Trademark Office on February 19, 2015 at Reel 5462, Frame 0716, and that certain Amendment Number Two to Intellectual Property Security Agreement, as recorded with the United States Patent and Trademark Office on May 23, 2016 at Reel 5798, Frame 0882; and

WHEREAS, Grantors and Agent wish to amend the IP Security Agreement by joining Performance Matters LLC, a Utah limited liability company (the "New Grantor") and by amending Schedule I to the IP Security Agreement to add certain Trademarks to the IP Collateral, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the IP Security Agreement as follows:

1. (a) The New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, the New Grantor will be deemed to be a party to the IP Security Agreement and a "Grantor" for all purposes under the IP Security Agreement, as if it had executed the IP Security Agreement. The New Grantor acknowledges that it has received a copy of the IP Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the IP Security Agreement shall be deemed to include the New Grantor.

(b) In furtherance of the foregoing, the New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of the New Grantor's right, title and interest in, to and under the IP Collateral.

2. Each Grantor and Agent hereby agree that Schedule I to the IP Security Agreement is hereby amended by adding the IP Collateral listed on Schedule I attached hereto (the "Additional IP Collateral"), which such Additional IP Collateral shall be and become part of the IP Collateral referred to in the IP Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the IP Collateral identified on Schedule I to the IP Security Agreement prior to the effectiveness of this Amendment; (b) unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and

under the Additional IP Collateral identified on Schedule I attached hereto; and (c) agrees that the IP Security Agreement as amended hereby is and shall remain in full force and effect.

4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

NEW GRANTOR:

PERFORMANCE MATTERS LLC, a Utah limited liability company

By: 

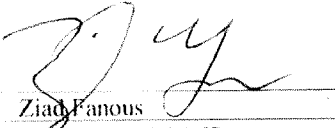
Name: Ziad Janous

Title: Chief Financial Officer

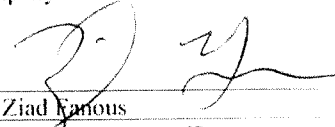
[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

GRANTORS:

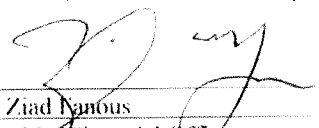
TEACHER MATCH, LLC, a Delaware limited liability company

By: 
Name: Ziad Fanous
Title: Chief Financial Officer


ESCHOOL SOLUTIONS, LLC, a Delaware limited liability Company

By: 
Name: Ziad Fanous
TITLE: Chief Financial Officer

PEOPLEADMIN, INC., a Delaware corporation

By: 
Name: Ziad Fanous
Title: Chief Financial Officer

NETCHEMIA, LLC, a Delaware limited liability company

By: 
Name: Ziad Fanous
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: Andrew J. Currie
Name: Andrew J. Currie
Its Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 006274 FRAME: 0819

SCHEDULE I
to
AMENDMENT NUMBER THREE TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Trademark Registrations/Applications

Trademark	Serial No.	Filed	Reg. No.	Reg. Date
TRUENORTHLOGIC (stylized)	85-491,160	12/8/2011	4,183,110	7/31/2012
TRUENORTHLOGIC	86-912,949	2/19/2016	5,049,423	9/27/2016
FORMATIVE ACTION SYSTEM FOR TEACHER EFFECTIVENESS	85-285,648	4/4/2011	4,064,953	11/29/2011
UNIFY TOGETHER WE CREATE (stylized)	86-192,668	2/13/2014	4,648,158	12/2/2014
P (stylized)	86-191,990	2/12/2014	4,631,426	11/4/2014
FASTE	85-133,856	9/20/2010	4,075,998	12/27/2011
PERFORMANCE MATTERS	78-438,201	6/20/2004	3,045,031	1/17/2006