

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Royal Bank of Scotland PLC, as Collateral Agent		10/12/2007	Public Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomson Learning Inc. (n/k/a Cengage Learning, Inc.)		
<b>Street Address:</b>	200 First Stamford Place		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78580502	FLIPCARDS	
<b>Registration Number:</b>	3022176	ILT SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
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<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	092857/0005		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		
<b>Signature:</b>	/kh/		

OP \$65.00 78580502

Date:

10/12/2007

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 12, 2007, from THE ROYAL BANK OF SCOTLAND PLC., in its capacity as collateral agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Thomson Learning Inc. (n/k/a Cengage Learning Inc.), a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement among TL Acquisitions, TL Holdings II L.P., TL Holdco, Inc. and other Grantors, dated as of July 5, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Intellectual Property Security Agreement among the Company, the Agent and certain other parties thereto, dated as of July 5, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 2, 2007, at Reel 3632 and Frame 0108; and


WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title and interest of the Agent in such Trademark Collateral shall hereby cease and be void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated below.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE ROYAL BANK OF SCOTLAND  
PLC

By:   
Name: Deborah De Santis  
Title: Director

Schedule A

Trademarks

<b>Trademark</b>	<b>Registration Number/ Serial Number</b>	<b>Registration Date/ Application Date</b>
FLIPCARDS	78.580,502	3/4/05
ILT SERIES	3,022,176	11/29/05