

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEGG, INC.		10/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC, AS AGENT		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3447212	#1 IN TEXTBOOK RENTALS	
Registration Number:	3191844	CHEGG	
Serial Number:	77788553	DON'T BUY IT	
Serial Number:	77788574		
Serial Number:	77415587	DON'T BUY TEXTBOOKS	
Serial Number:	77426745	BUY TEXTBOOKS	
Serial Number:	77526608	RENTALUTION	
CORRESPONDENCE DATA			
Fax Number:	(310)277-4730		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(310) 277-4110		
Email:	jrotenberg@mwe.com		
Correspondent Name:	KRISTINE M. SUH, ESQ.		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		

900145584

TRADEMARK
 REEL: 004080 FRAME: 0539

CH \$190.00 3447212

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 082853-0032

NAME OF SUBMITTER: Kristine M. Suh

Signature: /Kristine M. Suh/

Date: 10/19/2009

Total Attachments: 7

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TRIPLEPOINT
CAPITAL

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is dated as of October 13, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and among CHEGG, INC., a Delaware corporation ("Grantor"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, as agent (in such capacity, "Agent") for the lenders ("Lenders") party to the Loan Agreement (as defined below) from time to time.

Grantor, Agent and Lenders have entered into a Loan and Security Agreement of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. Pursuant to the Loan Agreement, Grantor has granted to Agent, for the benefit of Agent and Lenders, a lien on and a security interest in all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Agent hereby agree as follows:

1. GRANT OF SECURITY INTEREST

Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a lien upon and continuing security interest in all of Grantor's right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Grantor hereby represents and warrants to Agent that **Schedules A, B and C** attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. AGENT'S RIGHT TO SUE

During the continuance of an Event of Default, subject to the terms of the Loan Agreement, Agent shall have the right, but shall in no way be obligated, to bring suit in Agent's own name to enforce Grantor's rights in the Intellectual Property Collateral. If Agent commences any such suit, Grantor shall, at Agent's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Agent in such enforcement. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all of Agent's costs and expenses, including reasonable attorneys' fees, related to Agent's exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Grantor shall from time to time execute, deliver and obtain any instruments or documents as Agent may reasonably request, and take all further action that may be reasonably necessary or desirable, or that Agent may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Agent, for the benefit of Agent and Lenders.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by Agent and Grantor. Notwithstanding the foregoing however, Grantor hereby irrevocably appoints Agent (and any of Agent's designated officers, agents or employees) as Grantor's true and lawful attorney to modify, in Agent's sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Schedules A, B and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims to have any right, title or interest. The appointment of Agent as Grantor's attorney in fact, and each and every one of Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Lender's obligation to provide credit extensions to Grantor is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon Grantor and Grantor's respective successors and assigns, and shall inure to the benefit of Agent and Lenders, and each of Agent's and Lenders' nominees and assigns.

The rights and remedies of Agent and Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent and Lenders as a matter of law or equity. Each of the rights, powers and remedies of Agent and Lenders provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent or any Lender, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

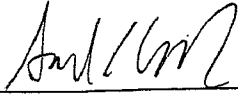
(Signature Page to Follow)

IN WITNESS WHEREOF, Grantor and Agent have duly executed this Agreement as of the date first set forth above.

"Agent"

TRIPLEPOINT CAPITAL LLC

By: _____


Sajal Srivastava
Chief Operating Officer

"Grantor"

CHEGG, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Agent have duly executed this Agreement as of the date first set forth above.

"Agent"

TRIPLEPOINT CAPITAL LLC

By: _____
Sajal Srivastava
Chief Operating Officer

"Grantor"

CHEGG, INC.

By: _____
Name: Omer Neger
Title: CFO

SCHEDULE A

To Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

To Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

[PLEASE CONFIRM INFORMATION AND PROVIDE SUPPLEMENTAL INFORMATION, IF ANY]

TRADEMARKS

<i>Name</i>	<i>Date Filed or Issued</i>	<i>Serial Number</i>	<i>Status</i>
#1 IN TEXTBOOK RENTALS	06-10-2008	3,447,212	Declaration of Continued Use due by 06-10-2014.
CHEGG	01-02-2007	3,191,844	Declaration of Continued Use due by 01-02-2013.
DON'T BUY IT	7-23-2009	77/788,553	Not yet examined
EGG WITH LEGS Logo	7-23-2009	77/788,574	Not yet examined

TRADEMARK APPLICATIONS

<i>Name</i>	<i>Date Filed</i>	<i>Serial Number</i>	<i>Status</i>
DON'T BUY TEXTBOOKS	03-06-2008	77/415,587	Published 07-22-2008
DON'T BUY TEXTBOOKS LOGO DESIGN	03-19-2008	77/426,745	Published 07-22-2008
DON'T BUY TEXTBOOKS logo	3-19-2008	77/426,745	Pending
DON'T BUY TEXTBOOKS	3-06-2008	77/415,587	Pending
RENTALUTION	07-19-2008	77/526,608	Published for opposition, 08-04-2009. Notice of Allowance expected in October 2009.

SCHEDULE C

To Intellectual Property Security Agreement

COPYRIGHTS, COPYRIGHT APPLICATIONS AND COPYRIGHT REGISTRATIONS

None.