

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/04/2008		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Cengage Learning Inc.		03/01/2010
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jason Miletsky		
Street Address:	105 River Road		
Internal Address:	#C1		
City:	Nutley		
State/Country:	NEW JERSEY		
Postal Code:	07110		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
Serial Number:		77538194	PERSPECTIVES
CORRESPONDENCE DATA			
Fax Number:	(212)996-9579		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-996-1287		
Email:	Trademarks@Montagulaw.com		
Correspondent Name:	MontaguLaw, P.C.		
Address Line 1:	1120 Avenue of the Americas		
Address Line 2:	4th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Paula K. Upson		
Signature:	/pku/		

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**TRADEMARK
 REEL: 004158 FRAME: 0016**

Date:

03/01/2010

Total Attachments: 2

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, dated as of August 4, 2008, by and between Cengage Learning Inc., a Delaware corporation, having its principal place of business at 200 First Stamford Place, Stamford, Connecticut 06902 (the "Assignor"), and Jason Miletsky, an individual, having his address at 105 River Road, #C1, Nutley, New Jersey 07110 (the "Assignee").

WHEREAS, Assignor has rights in certain trademarks particularly described in Schedule A (the "Trademarks"), including all common law rights related thereto, and made a part hereof; and

WHEREAS, Assignor wishes to convey all of its right, title and interest in and to the Trademarks to Assignee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, grant, assign, convey and transfer unto Assignee or its designees, all of Assignor's right, title and interest in and to the Trademarks and all common law rights related thereto, together with the goodwill of the business connected with the use of, and symbolized by, such Trademarks.

Assignee agrees and acknowledges that this assignment is subject to the terms of the Series Editor Agreement executed by the parties on March 1, 2010

Assignor agrees that it shall execute all further documents reasonably necessary to perfect Assignee's title to the Trademark.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed on this 1 day of January 2009.

ASSIGNEE

CENGAGE LEARNING, INC.

By: [Signature]

By: Margaret Heckler

Jason Miletsky

Name: Margaret Heckler

Title: Assistant Secretary

SCHEDULE A

Trademarks	Jurisdiction	Reg. \ Serial No.	Filing \ Reg. Date	Status	Class
PERSPECTIVES	US	77/538194	Filed on 8/4/08	Pending	16