

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
The Gale Group, Inc.		03/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc		
Street Address:	36 St Andrew Square		
City:	Edinburgh, SCO		
State/Country:	UNITED KINGDOM		
Postal Code:	EH2 2YB		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3038647	QUESTIA	
Registration Number:	2802419	QUESTIA	
Registration Number:	2802420	QUESTIA	
CORRESPONDENCE DATA			
Fax Number:	(212)996-9579		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129961287		
Email:	trademarks@montagulaw.com		
Correspondent Name:	Alexandre A. Montagu		
Address Line 1:	1120 Avenue of the Americas, 4th Fl		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	GALE		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$90.00 3038647

900159089

**TRADEMARK
 REEL: 004181 FRAME: 0732**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Thomas Walsh
Signature:	/ThomasWalsh/
Date:	04/07/2010

Total Attachments: 13

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**SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the ("IP Security Agreement") dated March 24, 2010 is made by the Person listed on the signature page hereof (the "Grantor") in favor of THE ROYAL BANK OF SCOTLAND PLC, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used here in and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to herein.

WHEREAS, Cengage Learning Acquisitions, Inc. (formerly known as TL Acquisitions, Inc.) (the "Borrower"), Cengage Learning Holding II, L.P. (formerly known as TL Holdings II L.P.) ("Parent") Cengage Learning Holdco, Inc. (formerly known as TL US Holdco, Inc.) ("Holdings"), each Lender from time to time party thereto, The Royal Bank of Scotland plc, as Administrative Agent, Collateral Agent and Swing Line Lender and each other party thereto have entered into the Credit Agreement dated as of July 5, 2007 (amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, The Borrower, Parent, Holdings and the other Grantors have entered into the Intellectual Property Security Agreements dated July 5, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, under the terms of the Intellectual Property Security Agreement the Grantor has granted to the collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, there receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- a) The United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending sent forth in Schedule A hereto.

SECTION 2. Security for Obligations. The Grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes and requests that the Register of Copyrights and the commissioner for Trademark record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

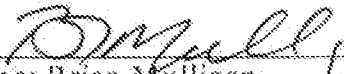
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any of or more of the provisions contained in this IP Security Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not be in any way affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

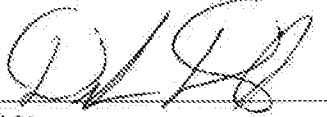
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by their respective officers, thereunto duly authorized as of the date first above written.

THE GALE GROUP, INC.
as Grantor

By: 
Name: Brian Mulligan
Title: Senior Vice President, Treasurer & Tax

THE ROYAL BANK OF SCOTLAND PLC
as Collateral Agent

By: 
Name:
Title:

Schedule A

Trademark Name	Owner	Trademark Status	Country Name	Class	File Date	AppNumber	Reg Date	Reg Number	Next Renewal Due
QUESTIA	Questia Media, Inc.	Registered	Saudi Arabia	42 Int.	24-Apr-2000	64012	07-Apr-2001	576/22	01-Sept-2019
QUESTIA and Design	Questia Media, Inc.	Registered	Saudi Arabia	42 Int.	24-Apr-2000	64011	07-Apr-2001	567/23	02-Sept-2019
QUESTIA	Questia Media, Inc.	Registered	Thailand	42 Int.	26-Jul-2000	426984	11-Aug-2001	Bor 13468	27-Jan-2010
QUESTIA	Questia Media, Inc.	Registered	Jordan	42 Int.	27-Jul-2000	61034	12-Aug-2002	61034	28-Jan-2010
QUESTIA	Questia Media, Inc.	Registered	Singapore	42 Int.	28-Jul-2000	T00/13283A	28-Jan-2000	T00/13283A	28-Jan-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Jordan	42 Int.	27-Jul-2000	61005	12-Aug-2002	61005	28-Jan-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Singapore	42 Int.	28-Jul-2000	T00/13284Z	28-Jan-2000	T00/13284Z	28-Jan-2010
QUESTIA	Questia Media, Inc.	Registered	European Community	09 Int., 35 Int., 39 Int., 41 Int., 42 Int.	13-Jul-2000	001 754 795	12-Jun-2002	001 754 795	13-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	European Community	09 Int., 35 Int., 39 Int., 41 Int., 42 Int.	13-Jul-2000	001 754 886	26-Aug-2002	001 754 886	13-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Switzerland	38 Int., 42 Int.	24-Jul-2000	08717/2000	17-May-2001	484791	24-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Switzerland	38 Int., 42 Int.	24-Jul-2000	08718/2000	09-May-2001	484428	24-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Australia	42 Int.	25-Jul-2000	843901	12-Jan-2001	843901	25-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Hungary	42 Int.	25-Jul-2000	M00 03909	21-Jan-2002	168452	25-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Australia	42 Int.	25-Jul-2000	843900	12-Jan-2001	843900	25-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Hungary	42 Int.	25-Jul-2000	M00 03910	04-Dec-2001	167908	25-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Thailand	42 Int.	26-Jul-2000	426983	01-Aug-2001	Bor 13231	25-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Egypt	42 Int.	26-Jul-2000	134898	08-Jul-2007	134898	26-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Ukraine	42 Int.	26-Jul-2000	2000073223/T	15-Nov-2002	28184	26-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Ukraine	42 Int.	26-Jul-2000	2000073222/T	15-Nov-2002	28183	26-Jul-2010

Trademark Name	Owner	Trademark Status	Country Name	Class	File Date	AppNumber	Reg Date	Reg Number	Next Renewal Due
QUESTIA and Design	Questia Media, Inc.	Registered	Egypt	42 Int.	26-Jul-2000	134899	08-Jul-2007	134899	26-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Panama	42 Int.	27-Jul-2000	109053	01-Apr-2002	109053	27-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Poland	35 Int., 42 Int.	27-Jul-2000	Z221998	09-Sep-2004	157194	27-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Russian Federation	42 Int.	27-Jul-2000	2000719067	27-Mar-2002	210124	27-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	South Africa	42 Int.	27-Jul-2000	2000/15125	29-Oct-2004	2000/15125	27-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Turkey	42 Int.	27-Jul-2000	2000/15459	27-Jul-2000	2000/15459	27-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Panama	42 Int.	27-Jul-2000	109050	01-Apr-2002	109050	27-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Poland	35 Int., 42 Int.	27-Jul-2000	Z221997	09-Sep-2004	157193	27-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Russian Federation	42 Int.	27-Jul-2000	2000719077	25-Oct-2002	225537	27-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	South Africa	42 Int.	27-Jul-2000	2000/15126	27-Jul-2000	2000/15126	27-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Turkey	42 Int.	27-Jul-2000	2000/15460	27-Jul-2000	2000/15460	27-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Malaysia	42 Int.	27-Jul-2000	2000/10306	27-Jul-2000	2000/10306	27-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Malaysia	42 Int.	27-Jul-2000	2000/10307	27-Jul-2000	2000/10307	27-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Mexico	42 Int.	28-Jul-2000	439120	29-Aug-2001	712075	28-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Viet Nam	42 Int.	28-Jul-2000	47620	05-Nov-2001	38760	28-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Mexico	42 Int.	28-Jul-2000	439121	19-Sep-2001	715517	28-Jul-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Viet Nam	42 Int.	28-Jul-2000	47621	21-Jan-2002	39778	28-Jul-2010
QUESTIA	Questia Media, Inc.	Registered	Indonesia	42 Int.	25-Sep-2000	J00-16568	05-Jul-2001	482146	25-Sep-2010
QUESTIA and Design	Questia Media, Inc.	Registered	Indonesia	42 Int.	26-Jul-2000	J00-16567	05-Jul-2001	482145	25-Sep-2010
QUESTIA	Questia Media, Inc.	Registered	Chile	42 Int.	17-Aug-2000	497573	27-Mar-2001	588440	23-Jan-2011
QUESTIA and Design	Questia Media, Inc.	Registered	Chile	42 Int.	17-Aug-2000	497574	27-Mar-2001	588439	23-Jan-2011

Trademark Name	Owner	Trademark Status	Country Name	Class	File Date	AppNumber	Reg Date	Reg Number	Next Renewal Due
QUESTIA	Questia Media, Inc.	Registered	Norway	42 Int.	26-Jul-2000	2000/08633	05-Apr-2001	207833	05-Apr-2011
QUESTIA and Design	Questia Media, Inc.	Registered	Norway	42 Int.	26-Jul-2000	2000/08634	05-Apr-2001	207834	05-Apr-2011
QUESTIA	Questia Media, Inc.	Registered	Costa Rica	42 Int.	26-Jul-2000	xxxxxxxxx	22-May-2001	2128-7978	22-May-2011
QUESTIA and Design	Questia Media, Inc.	Registered	Costa Rica	42 Int.	26-Jul-2000	xxxxxxxxx	22-May-2001	2108-7978	22-May-2011
QUESTIA	Questia Media, Inc.	Registered	Japan	42 Int.	28-Jul-2000	2000-083460	26-Oct-2001	4516908	26-Oct-2011
QUESTIA and Design	Questia Media, Inc.	Registered	Japan	42 Int.	28-Jul-2000	2000-083461	26-Oct-2001	4516909	26-Oct-2011
QUESTIA	Questia Media, Inc.	Registered	Argentina	42 Int.	25-Jul-2000	2298499	16-Jan-2002	1858400	16-Jan-2012
QUESTIA and Design	Questia Media, Inc.	Registered	Argentina	42 Int.	25-Jul-2000	2298500	17-Jan-2002	1858512	17-Jan-2012
QUESTIA	Questia Media Operations, L.P.	Registered	Trinidad and Tobago	41 Int.	25-Nov-2002	33524	20-Sep-2007	33524	24-Nov-2012
QUESTIA and Design	Questia Media Operations, L.P.	Registered	Trinidad and Tobago	41 Int.	25-Nov-2002	33523	12-Mar-2007	33523	24-Nov-2012
QUESTIA	Questia Media Operations, L.P.	Registered	Jamaica	41 Int.	25-Nov-2002	43213	25-Nov-2002	43213	25-Nov-2012
QUESTIA and Design	Questia Media Operations, L.P.	Registered	Jamaica	41 Int.	25-Nov-2002	43214	25-Nov-2002	43214	25-Nov-2012
QUESTIA	Questia Media, Inc.	Registered	Czech Republic	41 Int.	11-Jul-2003	193773	26-May-2004	263738	11-Jul-2013
QUESTIA and Design	Questia Media, Inc.	Registered	Czech Republic	41 Int.	11-Jul-2003	193774	26-May-2004	263739	11-Jul-2013
QUESTIA	Questia Media Operations, L.P.	Registered	India	41 Int.	15-Sep-2003	1236557	15-Sep-2003	1236557	15-Sep-2013
QUESTIA	Questia Media Operations, L.P.	Registered	Taiwan	41 Int.	25-Nov-2002	91049616	01-Oct-2003	187793	30-Sep-2013
QUESTIA	Questia Media Operations, L.P.	Registered	Iceland	41 Int.	25-Nov-2002	3100/2002	03-Nov-2003	810/2003	03-Nov-2013
QUESTIA and Design	Questia Media Operations, L.P.	Registered	Iceland	41 Int.	25-Nov-2002	3101/2002	03-Nov-2003	811/2003	03-Nov-2013
QUESTIA	Questia Media Operations,	Registered	Barbados	41 Int.	27-Mar-2003	81/18015	14-Nov-2003	81/18015	14-Nov-2013

Trademark Name	Owner	Trademark Status	Country Name	Class	File Date	AppNumber	Reg Date	Reg Number	Next Renewal Due
	L.P.								
QUESTIA and Design	Questia Media Operations, L.P.	Registered	Barbados	41 Int.	27-Mar-2003	81/18014	14-Nov-2003	81/18014	14-Nov-2013
QUESTIA and Design	Questia Media Operations, L.P.	Registered	Taiwan	41 Int.	18-Feb-2003	91049617	01-Dec-2003	191120	01-Dec-2013
QUESTIA	Questia Media, Inc.	Registered	United States of America	41 Int.	14-Jan-2003	78202846	06-Jan-2004	2802419	06-Jan-2014
QUESTIA and Design	Questia Media, Inc.	Registered	United States of America	41 Int.	14-Jan-2003	78203015	06-Jan-2004	2802420	06-Jan-2014
QUESTIA	Questia Media Operations, L.P.	Registered	Korea, Republic of	41 Int.	25-Nov-2002	41-2002-24006	20-Aug-2004	104685	20-Aug-2014
QUESTIA and Design	Questia Media, Inc.	Registered	Philippines	42 Int.	27-Jul-2000	4-20000-06309	17-Jan-2005	4-20000-06309	17-Jan-2015
QUESTIA	Questia Media Operations, L.P.	Registered	United Arab Emirates	41 Int.	06-Mar-2005	67688	10-Jun-2006	67688	06-Mar-2015
QUESTIA	Questia Media America, Inc.	Published	Bahrain	41 Int.	13-Sep-2005	45468			13-Sep-2015
QUESTIA	Questia Media, Inc.	Registered	Philippines	42 Int.	27-Jul-2000	4-2000-06308	08-Jun-2006	4-2000-06308	08-Jun-2016
QUESTIA	Questia Media, Inc.	Registered	New Zealand	42 Int.	27-Jul-2000	619690	08-Feb-2001	619690	28-Jan-2017
QUESTIA and Design	Questia Media, Inc.	Registered	New Zealand	42 Int.	27-Jul-2000	619691	08-Feb-2001	619691	28-Jan-2017
QUESTIA and Design	Questia Media, Inc.	Registered	Brazil	42 Int.	26-Jul-2000	823008991	29-May-2007	823008991	29-May-2017
QUESTIA	Questia Media, Inc.	Registered	Brazil	42 Int.	26-Jul-2000	823008983	05-Jun-2007	823008983	05-Jun-2017
QUESTIA	Questia Media Operations, L.P.	Registered	China (People's Republic)	41 Int.	20-Jan-2005	4473622	07-Oct-2008	4473622	06-Oct-2018
QUESTIA and Design	Questia Media Operations, L.P.	Registered	China (People's Republic)	41 Int.	20-Jan-2005	4473621	07-Oct-2008	4473621	06-Oct-2018
QUESTIA	Questia Media, Inc.	Registered	Israel	42 Int.	25-Jul-2000	140307	04-Sep-2001	140307	25-Jul-2021
QUESTIA and Design	Questia Media, Inc.	Registered	Israel	42 Int.	25-Jul-2000	140308	12-Nov-2001	140308	25-Jul-2021
QUESTIA	Questia Media, Inc.	Registered	Canada	00 Int.	25-Jul-2000	1068530	16-Jan-2007	TMA679557	16-Jan-2022

Trademark Name	Owner	Trademark Status	Country Name	Class	File Date	AppNumber	Reg Date	Reg Number	Next Renewal Due
QUESTIA and Design	Questia Media, Inc.	Registered	Canada	00 Int.	25-Jul-2000	1068531	19-Jan-2007	TMA679774	19-Jan-2022
QUESTIA	Questia Media, Inc.	Published	Hong Kong	42 Int.	28-Jul-2000	2000/16953			
QUESTIA and Design	Questia Media, Inc.	Published	Hong Kong	42 Int.	28-Jul-2000	2000/16954			
QUESTIA and Design	Questia Media Operations, L.P.	Published	India	41 Int.	15-Sep-2003	1236556			

Active Status Report for Questia Media, Inc.

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA	Canada	Questia Media Operations, L.P.	ORD	24334-3	Registered	1221290	8/22/2004	TMA690075	6/18/2007	6/18/2022

Class

Goods Educational services, namely, providing to subscribers an on-line research library featuring books, journals, magazine articles and newspaper articles, in full text.

Due Date 6/18/2022 **Action** First Renewal **Indicator** Ren/Due

QUESTIA	Canada	Questia Media Operations, L.P.	ORD	24334-3	Registered	1068530	7/25/2000	TMA679557	1/16/2007	1/16/2022
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Class

Goods Computer services, namely, providing access, storage, retrieval and display of media via the internet; computer services, namely, providing databases in the fields of mathematics, science, humanities, social sciences, business and education; computer services, namely, providing on-line facilities for real-time interaction with other computer users concerning topics of general interest; computer services, namely, providing an on-line bulletin board in the fields of mathematics, science, humanities, social sciences, business and education; computer services, namely, providing search engines for obtaining data on a global computer network; written text editing.

Due Date 1/16/2022 **Action** First Renewal **Indicator** Ren/Due

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA	Czech Republic	Questia Media Operations, L.P.	ORD	24334-3	Registered	OZ 193773	7/11/2003	283738	5/28/2004	7/11/2013

Class 041

Goods Educational services, namely providing on-line library services informing about experimental material and publishing of lectures and experimental materials and their adaptation for subscribers.

Due Date 7/11/2013 **Action** First Renewal **Indicator** Ren/Due

QUESTIA	Hong Kong	Questia Media, Inc.	ORD	24334-3	Registered	200016953	7/28/2000	200501254	12/2/2005	1/28/2017
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Class 042

Goods Computer services; providing storage, retrieval and display of media, literary, pictorial, musical and architectural works and educational materials via a global computer network; providing data bases in the fields of mathematics, science, humanities, social sciences, business and education; providing on-line facilities for real-time interaction with other computer users concerning topics of general interest; providing an on-line bulletin board in the fields of mathematics, science, humanities, social sciences, business and education; providing search engines for obtaining data on a global computer network; written text editing; editorial consultation; all included in Class 42.

Due Date 1/28/2017 **Action** Next Renewal **Indicator** Ren/Due

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA (AND DESIGN)	United States of America	Questia Media Operations, L.P.	ORD	24334-3	Registered	78/203015	1/14/2003	2802420	1/8/2004	1/6/2014

q u e s t i a

Class 041

Goods Educational services, namely, providing to subscribers an on-line research library featuring books, journals, magazine articles and newspaper articles in full text.

<i>Due Date</i> 1/6/2010	<i>Action</i> All of Use - 6 Year	<i>Indicator</i> Due Date
<i>Due Date</i> 1/6/2014	<i>Action</i> First Renewal	<i>Indicator</i> Ren/Due
<i>Due Date</i> 1/6/2014	<i>Action</i> All of Use - Recurring	<i>Indicator</i> Due Date

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA	Philippines	Questia Media, Inc.	ORD	24334-3	Registered	4-2000-006308	7/27/2000	4-2000-006308	6/8/2006	6/8/2016

Class 042

Goods Computer services, namely, providing online access, storage, retrieval and display of media, including, literary, pictorial, musical and architectural works and educational materials via a global computer network; computer services, namely, providing data bases in the fields of mathematics, science, humanities, social sciences, business and education; computer services, namely, providing on-line facilities for real-time interaction with other computer users concerning topics of general interest; computer services, namely, providing an on-line bulletin board in the fields of mathematics, science, humanities, social sciences, business and education; computer services, namely, providing search engines for obtaining data on a global computer network; providing multiple user access to a global computer information network for the transfer and dissemination of a wide range of information; written text editing; editorial consultation.

<i>Due Date</i> 6/8/2011	<i>Action</i> Declaration of Use	<i>Indicator</i> Due Date
<i>Due Date</i> 6/8/2012	<i>Action</i> Declaration of Use-Final Ddn	<i>Indicator</i> Final
<i>Due Date</i> 6/8/2016	<i>Action</i> First Renewal	<i>Indicator</i> Ren/Due

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA	United States of America	Questia Media Operations, L.P.	ORD	24334-3	Registered	75/604477	1/28/2000	3038847	1/10/2006	1/10/2016

Class 039, 041, 042

Goods 39: Electronic storage of documents and other media, namely, literary, pictorial, musical and architectural works; electronic repository services of documents and other media, namely, literary, pictorial, musical and architectural works.

41: Educational research; development and dissemination of educational materials in the fields of mathematics, science, humanities, social sciences, business and education; providing display of on-line media, namely, literary, pictorial, musical and architectural works and educational materials in the fields of mathematics, science, humanities, social sciences, business and education via a global computer network; providing on line computer database in the field of education.

42: Computer services, namely, providing search engines for obtaining data on a global computer network; written text editing; providing an on-line computer database in the fields of mathematics, science, humanities, social sciences.

<i>Due Date</i> 1/10/2012	<i>Action</i> Aff of Use - 6 Year	<i>Indicator</i>	<i>Due Date</i>
<i>Due Date</i> 1/10/2016	<i>Action</i> First Renewal	<i>Indicator</i>	<i>Ren/Due</i>
<i>Due Date</i> 1/10/2016	<i>Action</i> Aff of Use - Recurring	<i>Indicator</i>	<i>Due Date</i>

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA	United States of America	Questia Media Operations, L.P.	ORD	24334-3	Registered	78/202846	1/14/2003	2802419	1/6/2004	1/6/2014

Class 041

Goods Educational services, namely providing to subscribers an online research library featuring books, journals, magazine articles, and newspaper articles, in full text.

<i>Due Date</i> 1/6/2010	<i>Action</i> Aff of Use - 6 Year	<i>Indicator</i>	<i>Due Date</i>
<i>Due Date</i> 1/6/2014	<i>Action</i> First Renewal	<i>Indicator</i>	<i>Ren/Due</i>
<i>Due Date</i> 1/6/2014	<i>Action</i> Aff of Use - Recurring	<i>Indicator</i>	<i>Due Date</i>

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA (AND DESIGN)	Canada	Questia Media Operations, L.P.	ORD	24334-3	Registered	1221288	6/22/2004	TMA090026	6/16/2007	6/16/2022

Class

Goods Educational services, namely, providing to subscribers an on-line research library featuring books, journals, magazine articles and newspaper articles, in full text.

q u e s t i a

<i>Due Date</i> 6/16/2022	<i>Action</i> First Renewal	<i>Indicator</i>	<i>Ren/Due</i>
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Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA (AND DESIGN)	Canada	Questia Media Operations, L.P.	ORD	24334-3	Registered	1068531	7/25/2000	TMA679774	1/19/2007	1/19/2022

Class

Goods Computer services, namely, providing access, storage, retrieval and display of media via the internet; computer services, namely, providing databases in the fields of mathematics, science, humanities, social sciences, business and education; computer services, namely, providing on-line facilities for real-time interaction with other computer users concerning topics of general interest; computer services, namely, providing an on-line bulletin board in the fields of mathematics, science, humanities, social sciences, business and education; computer services, namely, providing search engines for obtaining data on a global computer network; written text editing.

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Due Date 1/19/2022 Action First Renewal Indicator Ren/Due

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA (AND DESIGN)	Czech Republic	Questia Media Operations, L.P.	ORD	24334-3	Registered	OZ 193774	7/11/2003	263739	5/28/2004	7/11/2013

Class 041

Goods Educational services, namely providing on-line library services informing about experimental material and publishing of lectures and experimental materials and their adaption for subscribers.

q u e s t i a

Due Date 7/11/2013 Action First Renewal Indicator Ren/Due

Trademark	Country	Owner	Case Type	Client Ref.	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal
QUESTIA (AND DESIGN)	Hong Kong	Questia Media, Inc.	ORD	24334-3	Registered	2000/16954	7/28/2000	200501255	12/2/2005	1/28/2017

Class 042

Goods Computer services; providing storage, retrieval and display of media, literary, pictorial, musical and architectural works and educational materials via a global computer network; providing data bases in the fields of mathematics, science, humanities, social sciences, business and education; providing on-line facilities for real-time interaction with other computer users concerning topics of general interest; providing an on-line bulletin board in the fields of mathematics, science, humanities, social sciences, business and education; providing search engines for obtaining data on a global computer network; written text editing; editorial consultation; all included in Class 42.

q u e s t i a

Due Date 1/28/2017 Action Next Renewal Indicator Ren/Due

<i>Trademark</i>	<i>Country</i>	<i>Owner</i>	<i>Case Type</i>	<i>Client Ref.</i>	<i>Status</i>	<i>Appl. No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Next Renewal</i>
QUESTIA (AND DESIGN)	Philippines	Questia Media, Inc.	ORD	24334-3	Registered	4-2000-006309	7/27/2000	4-2000-006309	1/17/2005	1/17/2015

Class 042

Goods Computer services, namely, providing online access, storage, retrieval and display of media, including, literary, pictorial, musical and architectural works and educational materials via a global computer network; computer services, namely, providing data bases in the fields of mathematics, science, humanities, social sciences, business and education; computer services namely, providing on-line facilities for real-time interaction with other computer users concerning topics of general interest; computer services, namely, providing an on-line bulletin board in the fields of mathematics, science, humanities, social sciences, business and education; computer services, namely, providing search engines for obtaining data on a global computer network; providing multiple user access to a global computer information network for the transfer and dissemination of a wide range of information; written text editing; editorial consultation.

q u e s t i a

<i>Due Date</i> 1/17/2010	<i>Action</i> Declaration of Use	<i>Indicator</i>	<i>Due Date</i>
<i>Due Date</i> 1/17/2011	<i>Action</i> Dec. of Use-Final Deadline	<i>Indicator</i>	<i>Due Date</i>
<i>Due Date</i> 1/17/2015	<i>Action</i> First Renewal	<i>Indicator</i>	<i>Ren/Due</i>