

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEGG, INC.		03/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3191844	CHEGG	
Registration Number:	3447212	#1 IN TEXTBOOK RENTALS	
Registration Number:	3752266	DON'T BUY IT	
Registration Number:	3190758	CRAMSTER	
Registration Number:	3749771		
Registration Number:	3740611	BUY TEXTBOOKS	
Serial Number:	85158754	CHEGG SALAD	
Serial Number:	85171173	CHEGG.COM	
Serial Number:	85187813	CHEGG IT OUT	
Serial Number:	85169480	POWERED BY CHEGG	
Serial Number:	85198776	CHEGG.COM	
Serial Number:	85228304	CHEGG ARCADE	
Serial Number:	85236080	CLICKS TO BRICKS	
Serial Number:	85165838	COURSERANK	

900189422

TRADEMARK  
 REEL: 004522 FRAME: 0817

OP \$590.00 3191844

Serial Number:	85176458	THE GOLDEN CHEGG RENT TEXTBOOKS. WIN PRIZES!
Serial Number:	85225780	CHEGG.COM #1 IN TEXTBOOK RENTALS
Serial Number:	85158760	CHEGG CHAMPIONS
Serial Number:	85176466	CHEGG CHAMPIONS
Serial Number:	85208886	CRAMSTER.COM
Serial Number:	85236081	SITE TO SHELF
Serial Number:	85189699	CHEGG
Serial Number:	85190586	CHEGG
Serial Number:	85270065	CHEGG COLLEGE CREW

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36799
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/15/2011

#### Total Attachments: 8

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

CHEGG, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: DELAWARE  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) April 31, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 270 PARK AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10017

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other BANK Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

### 6. Total number of applications and registrations involved:

23

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

APRIL 1, 2011

Date

ALEXANDER L KAIN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004522 FRAME: 0819

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of March 31, 2011 (this "Agreement"), among Chegg, Inc., a Delaware corporation (the "Borrower"), the Subsidiary Loan Parties listed on the signature pages hereto (together with the Borrower, the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of March 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I;

all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II;

all goodwill associated therewith or symbolized thereby; and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHEGG, INC.,

by



Name: Greg Stanger

Title: Chief Financial Officer,  
Treasurer and Secretary

CRAMSTER, INC.,

by



Name: Greg Stanger

Title: Chief Financial Officer,  
Treasurer and Secretary

CRAMSTER HOLDING CORP.,

by

Name: Robert Angarita

Title: President and  
Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHEGG, INC.,

by

\_\_\_\_\_  
Name: Greg Stanger  
Title: Chief Financial Officer,  
Treasurer and Secretary

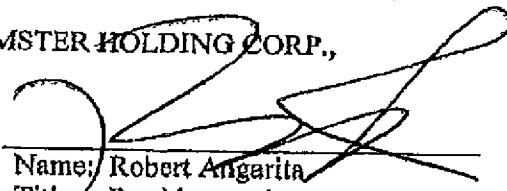
CRAMSTER, INC.,

by

\_\_\_\_\_  
Name: Greg Stanger  
Title: Chief Financial Officer,  
Treasurer and Secretary

CRAMSTER HOLDING CORP.,

by

  
\_\_\_\_\_  
Name: Robert Angarita  
Title: President and  
Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

\_\_\_\_\_  
Name:  
Title:

{{3266200}}

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHEGG, INC.,

by

\_\_\_\_\_  
Name:

Title:

CRAMSTER, INC.,

by

\_\_\_\_\_  
Name:

Title:

CRAMSTER HOLDING CORP.,

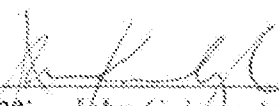
by

\_\_\_\_\_  
Name:

Title:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

  
\_\_\_\_\_  
Name: John G. Kowaleczuk  
Title: Executive Director

[Signature Page to Patent and Trademark Security Agreement]

[[3366268]]

**TRADEMARK**  
**REEL: 004522 FRAME: 0824**



SCHEDULE I

Patents

None.

Patent Applications

None.

## SCHEDULE II

### Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Chegg, Inc.	Chegg	3,191,844
Chegg, Inc.	#1 in Textbook Rentals	3,447,212
Chegg, Inc.	Don't Buy It	3,752,266
Chegg, Inc.	Cramster	3,190,758
Chegg, Inc.	Hatching Egg design	3,749,771
Chegg, Inc.	Don't Buy Textbooks and design	3,740,611

### Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Chegg, Inc.	Chegg Salad	85/158,754	10/22/2010
Chegg, Inc.	Chegg.com	85/171,173	11/8/2010
Chegg, Inc.	Chegg it Out	85/187,813	11/30/2010
Chegg, Inc.	Powered by Chegg and design	85/169,480	11/4/2010
Chegg, Inc.	Chegg.com and design	85/198,776	12/15/2010
Chegg, Inc.	Chegg Arcade	85/228,304	1/27/2011
Chegg, Inc.	Clicks to Bricks	85/236,080	02/07/2011
Chegg, Inc.	Courserank	85/165,838	11/2/2010
Chegg, Inc.	Golden Chegg and design	85/176,458	11/15/2010
Chegg, Inc.	Chegg.com orange box	85/225,780	01/25/2011
Chegg, Inc.	Chegg Champions	85/158,760	10/22/2010
Chegg, Inc.	Chegg Champions and design	85/176,466	11/15/2010
Chegg, Inc.	Cramster.com	85/208,886	01/02/2011
Chegg, Inc.	Site to Shelf	85/236,081	02/07/2011
Chegg, Inc.	Chegg	85/189,699	12/2/2010
Chegg, Inc.	Chegg	85/190,586	12/3/2010
Chegg, Inc.	Chegg College Crew	85/270,065	03/17/2011