

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------|---------------------------|----------------------|-----------------------|----------|------------|---------------------------|---------------|--|------------|---------------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Sean MacArthur Conway</td> <td></td> <td>06/27/2011</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Justin Miller</td> <td></td> <td>06/27/2011</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> </tbody> </table> | Name | Formerly | Execution Date | Entity Type | Sean MacArthur Conway | | 06/27/2011 | INDIVIDUAL: UNITED STATES | Justin Miller | | 06/27/2011 | INDIVIDUAL: UNITED STATES | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | |
| Sean MacArthur Conway | | 06/27/2011 | INDIVIDUAL: UNITED STATES | | | | | | | | | | |
| Justin Miller | | 06/27/2011 | INDIVIDUAL: UNITED STATES | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| Name: | Chegg, Inc. | | | | | | | | | | | | |
| Street Address: | 2350 Mission College Blvd. | | | | | | | | | | | | |
| Internal Address: | Suite 1400 | | | | | | | | | | | | |
| City: | Santa Clara | | | | | | | | | | | | |
| State/Country: | CALIFORNIA | | | | | | | | | | | | |
| Postal Code: | 95054 | | | | | | | | | | | | |
| Entity Type: | CORPORATION: DELAWARE | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3685394</td> <td>NOTEHALL</td> </tr> </tbody> </table> | Property Type | Number | Word Mark | Registration Number: | 3685394 | NOTEHALL | | | | | | | |
| Property Type | Number | Word Mark | | | | | | | | | | | |
| Registration Number: | 3685394 | NOTEHALL | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| Fax Number: | (312)416-4855 | | | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | |
| Phone: | 3122012000 | | | | | | | | | | | | |
| Email: | gekas@wildman.com | | | | | | | | | | | | |
| Correspondent Name: | Jami A. Gekas | | | | | | | | | | | | |
| Address Line 1: | 225 W. Wacker Drive | | | | | | | | | | | | |
| Address Line 2: | Suite 3000 | | | | | | | | | | | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | C0870.0004 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Jami A. Gekas | | | | | | | | | | | | |
| Signature: | /Jami A. Gekas/ | | | | | | | | | | | | |
| Date: | 06/28/2011 | | | | | | | | | | | | |
| Total Attachments: 1 source=3685394_NOTEHALL Trademark Assignment 6-27-11#page1.tif | | | | | | | | | | | | | |

CH \$40.00 3685394

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of June 27, 2011, from Sean MacArthur Conway and Justin Miller, each an individual citizen of the State of California (collectively, "Assignors"), to Chegg, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignors jointly own all right, title and interest in and to U.S. federal Trademark Registration No. **3,685,394**, which issued on September 22, 2009 for the mark **NOTEHALL**, for use in connection with certain automated billing machines and other goods in International Class 9, as well as the associated common law trademark rights (collectively, the "Mark").

B. Assignors wish to assign, and Assignee wishes to acquire, all of Assignors' collective rights, title and interest in and to the Mark, throughout the world.

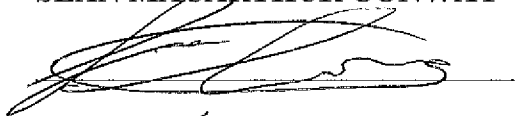
AGREEMENT

Accordingly, in consideration of the promises and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Assignors and Assignee agree as follows:

1. Assignors hereby assign, transfer, and set over to Assignee, its successors, assigns and legal representatives, Assignors' entire right, title and interest in and to the Mark throughout the world, together with the goodwill of the business associated with the Mark and the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein; and
2. Assignors each individually further covenant that (a) Assignors jointly own all right, title and interest in and to the Mark; (b) Assignors together have the full right to convey the interests assigned by this Trademark Assignment; and (c) each Assignor and his respective successors, assigns and legal representatives shall cooperate with Assignee, at Assignee's request, to execute all documents reasonably necessary to perfect the interests assigned hereby.

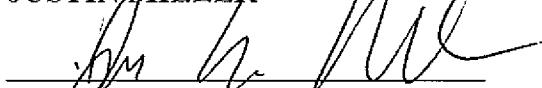
IN WITNESS WHEREOF, the parties have signed this Trademark Assignment, effective as of the date first above written.

SEAN MACARTHUR CONWAY



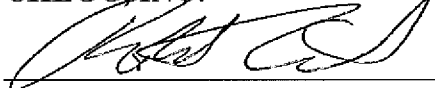
Date: 6-27-11

JUSTIN MILLER



Date: 6-27-11

CHEGG, INC.



Name: Robert Chesnut

Title: General Counsel

Date: 6/27/11