

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Security Agreement												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>CHEGG, INC.</td> <td></td> <td>09/26/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	CHEGG, INC.		09/26/2011	CORPORATION: DELAWARE					
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CHEGG, INC.		09/26/2011	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT</td> </tr> <tr> <td>Street Address:</td> <td>270 PARK AVENUE</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10017</td> </tr> <tr> <td>Entity Type:</td> <td>Association: UNITED STATES</td> </tr> </table>	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:	Association: UNITED STATES	
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PROPERTY NUMBERS Total: 3													
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CORRESPONDENCE DATA													
<p>Fax Number: (866)826-5420</p> <p>Phone: 301-638-0511</p> <p>Email: ipresearchplus@comcast.net</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: IP Research Plus, Inc.</p> <p>Address Line 1: 21 Tadcaster Circle</p> <p>Address Line 2: attn: Penelope J.A. Agodoa</p> <p>Address Line 4: Waldorf, MARYLAND 20602</p>													
ATTORNEY DOCKET NUMBER:	37387												
NAME OF SUBMITTER:	Penelope J.A. Agodoa												

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Signature:	/pja/
Date:	09/26/2011
<p>Total Attachments: 7 source=37387#page1.tif source=37387#page2.tif source=37387#page3.tif source=37387#page4.tif source=37387#page5.tif source=37387#page6.tif source=37387#page7.tif</p>	

PATENT AND TRADEMARK SECURITY
AGREEMENT dated as of September 26, 2011 (this
“Agreement”), among Chegg, Inc., a Delaware corporation
(the “Grantor”) 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 Grantor, 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 Grantor, the Subsidiary Loan Parties party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Grantor 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. 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, the 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 the Grantor or in, to or under which the 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. The 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.

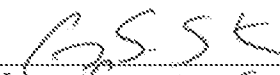
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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: Gregory S. Stanger
Title: CFO

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

by

Name:
Title:

[Signature Page to Patent and Trademark Security Agreement]

[[3363396]]

TRADEMARK
REEL: 004630 FRAME: 0748

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:

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

by



Name:

Title: *Peter B. Thauer*
Executive Director

[Signature Page to Patent and Trademark Security Agreement]

[[3301396]]

TRADEMARK
REEL: 004630 FRAME: 0749

SCHEDULE I

Patents

None.

Patent Applications

None.

SCHEDULE II

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Chegg, Inc.	STUDENT OF FORTUNE	3,944,058
Chegg, Inc.	STUDENTOFFORTUNE	3,255,457
Chegg, Inc.	SOURCESALE	4,019,997