

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zinch, Inc.		10/03/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chegg, Inc.		
<b>Street Address:</b>	2350 Mission College Blvd.		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3720681	I AM MORE THAN A TEST SCORE	
<b>Registration Number:</b>	3563163	ZINCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(855)578-8564		
<b>Phone:</b>	3122012000		
<b>Email:</b>	jgekas@edwardswildman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Jami A. Gekas		
<b>Address Line 1:</b>	225 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	3C0870.0004		
<b>NAME OF SUBMITTER:</b>	Jami A. Gekas		

**CH \$65.00 3720681**

**900204497**

**TRADEMARK  
 REEL: 004640 FRAME: 0687**

Signature:	/Jami A. Gekas/
Date:	10/12/2011
Total Attachments: 1 source=Zinch Trademark Assignment#page1.tif	

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is made as of October 3, 2011, from Zinch, Inc., a Delaware corporation ("Assignor"), to Chegg, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor owns all rights, titles and interest in and to U.S. federal service mark Registration Nos. **3,563,163** (issued on January 20, 2009 for the mark **ZINCH**) and **3,720,681** (issued on December 8, 2009 for the mark **I AM MORE THAN A TEST SCORE**) and China registration No. **7,914,905** (issued February 28, 2011 for the mark **ZINCH.COM & Design**), as well as the associated common law trademark and service mark rights to the marks reflected in each registration (collectively, the "Marks," copies of each registration certificate attached hereto as composite **Exhibit A**).

B. Assignor wishes to assign, and Assignee wishes to acquire, all of Assignor's right, title and interest in and to the Marks, 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, Assignor and Assignee agree as follows:

1. Assignor assigns, transfers, and sets over to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the Marks throughout the world, together with the goodwill of the business associated with the Marks and the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein; and
2. Assignor further covenants that (a) Assignor owns all right, title and interest in and to the Marks; (b) Assignor has the full right to convey the interests assigned by this Trademark Assignment; and (c) Assignor and its 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.

ZINCH, INC.

*Anne M. Dwane*

Name:     Anne M. Dwane    

Title:     CEO    

Date:     10/3/11    

CHEGG, INC.

*Rosina Chesnut*

Name:     Rosina Chesnut    

Title:     GC    

Date:     10/3/11