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USPTO

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**TRADEMARK ASSIGNMENT**

04/09/2012  
900219886

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cengage Learning Acquisitions, Inc.		03/23/2012	CORPORATION: DELAWARE
Cengage Learning Holdings II LP.		03/23/2012	LIMITED PARTNERSHIP: DELAWARE
Cengage Learning Holdco, Inc.		03/23/2012	CORPORATION: DELAWARE
Gale Holdings I, Inc.		03/23/2012	CORPORATION: DELAWARE
Cengage Learning Inc.		03/23/2012	CORPORATION: DELAWARE
The Gale Group, Inc.		03/23/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Royal Bank of Scotland PLC, as Collateral Agent
<b>Street Address:</b>	101 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10178
<b>Entity Type:</b>	PRIVATE LIMITED COMPANY : UNITED KINGDOM

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	3503601	ACCESS MY LIBRARY
Registration Number:	3043253	APLIA
Serial Number:	77539725	BIOEXPERIENCE
Registration Number:	3603349	CENGAGE
Registration Number:	3603376	CENGAGE LEARNING
Serial Number:	77762143	CENGAGE LEARNING'S THE WRITE EXPERIENCE (W.E.)
Registration Number:	3790579	
Registration Number:	3729269	CENGAGE TEACH BUSINESS
Registration Number:	3740436	CENGAGENOW

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Serial Number:	77766417	COURSE360
Registration Number:	3853038	CORNERSTONES
Registration Number:	3855177	COURSE NOTES QUICK REFERENCE GUIDE
Serial Number:	85448075	ELTEACH
Serial Number:	85280591	GALE BUSINESS INSIGHTS
Serial Number:	85255495	GALE NEWSVAULT
Registration Number:	3767984	HYBRIDTEXT
Registration Number:	3610831	ICCHAPTERS.COM
Registration Number:	3772275	INFORMATION DESTINATION
Registration Number:	3645887	MILADY
Registration Number:	3645984	MILADY
Serial Number:	85639231	MINDLINKS
Serial Number:	85225688	MINDTAP
Registration Number:	3848323	PAL
Registration Number:	3244992	SAM 2003 PROGRADER
Registration Number:	3641797	SIGNATURE LABS
Serial Number:	77736194	INNOVATION QUALITY SUSTAINABILITY WWW.THEGREENDESTINATION.COM
Serial Number:	77702178	THE GREEN DESTINATION
Serial Number:	77980669	THE GREEN DESTINATION: ESSENTIAL INFORMATION FOR GREEN BUILDING
Serial Number:	77702179	THE GREEN DESTINATION: ESSENTIAL INFORMATION FOR GREEN BUILDING
Registration Number:	3938466	THE TRUSTED SOURCE FOR POWERFUL KNOWLEDGE
Serial Number:	85228137	TOP STORIES _____: BEHIND THE HEADLINES
Registration Number:	3394746	TRUEOUTCOMES
Registration Number:	3503800	WISETO

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-7976

Email: kaolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

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<b>NAME OF SUBMITTER:</b>	Mindy M. Lok
<b>Signature:</b>	/mml/
<b>Date:</b>	04/09/2012
<b>Total Attachments: 14</b> source=CengageR#page1.tif source=CengageR#page2.tif source=CengageR#page3.tif source=CengageR#page4.tif source=CengageR#page5.tif source=CengageR#page6.tif source=CengageR#page7.tif source=CengageR#page8.tif source=CengageR#page9.tif source=CengageR#page10.tif source=CengageR#page11.tif source=CengageR#page12.tif source=CengageR#page13.tif source=CengageR#page14.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 23, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of THE ROYAL BANK OF SCOTLAND PLC., as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein 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 therein.

WHEREAS, Cengage Learning Acquisitions, Inc. (formerly known as TL Acquisitions, Inc.) (the "Borrower"), Cengage Learning Holdings 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 (as 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 Agreement 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 Grantors have 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 Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

**SECTION 1. Grant of Security.** Each 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 Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each 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 each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such 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 Grantors 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. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks 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. Each 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 one or more of the provisions contained in this IP Security Agreement should 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 in any way be 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.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CENGAGE LEARNING ACQUISITIONS,  
INC., as Borrower

By: Brian Mulhigan  
Name: Brian Mulhigan  
Title: SUP Treasurer and Tax

[Short Form IP Security Agreement]

CENGAGE LEARNING HOLDINGS II L.P.,  
as Parent

By: Brian Mulligan  
Name: Brian Mulligan  
Title: SUP Treasurer and Tax

[Short Form IP Security Agreement]



CENGAGE LEARNING HOLDCO, INC.,  
as Holdings

By: B Mulligan  
Name: Brian Mulligan  
Title: SUP Treasurer and Tax

[Short Form IP Security Agreement]

GALE HOLDINGS I, INC.,  
as Grantor

By: *BM*  
Name: *Brian Mulligan*  
Title: *SVP Treasurer and Tax*

[Short Form IP Security Agreement]

CENGAGE LEARNING INC.,  
as Grantor

By: *BM Mulligan*  
Name: *Brian Mulligan*  
Title: *SVP Treasury and Tax*

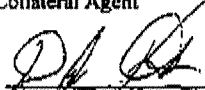
[Short Form IP Security Agreement]

THE GALE GROUP, INC.,  
as Grantor

By: *Tom Mulligan*  
Name: *Brian Mulligan*  
Title: *SVP Treasury and Tax*

[Short Form IP Security Agreement]

THE ROYAL BANK OF SCOTLAND PLC  
as Collateral Agent

By:   
Name: Deborah DeSantis  
Title: Managing Director

092857-0011-10367-Active.12921947.3

## SCHEDULE A

United States Patents and Patent Applications

Owner	Patent Title	App. No. Filing Date	Patent No. Issuance Date
Thomson Learning Inc.	System, Method, and Software for Online Courses	11/453,553 06/14/2005	
Thomson Learning Inc.	Online Testing, Tutorial, and Course Management Systems, Methods and Software	11/194,109 07/29/2005	
Gale Group, Inc.	System for storing and displaying merchandise	07/822,965 01/16/1992	5,224,611 07/06/1993
Gale Group, Inc.	Portable shade structure	29/022,706 05/11/1994	D400,949 11/10/1998
Cengage Learning, Inc.	Learning Content Delivery Platform	Provisional Application 61448258 03/02/2011	

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## SCHEDULE B

United States Trademarks and Trademark Applications

Trademark	App. No.	Reg. No.	Owner
ACCESS MY LIBRARY	77142586	3503601	The Gale Group, Inc.
APLIA & Design	76534632	3043253	Cengage Learning, Inc.
BioExperience	77539725		Cengage Learning, Inc.
Cengage	77224617	3603349	Cengage Learning, Inc.
CENGAGE LEARNING	77236210	3603376	Cengage Learning, Inc.
Cengage Learning's Write Experience	77762143		Cengage Learning, Inc.
Design (CENGAGE Logo)	77237671	3790579	Cengage Learning, Inc.
CENGAGE TEACH BUSINESS	77462187	3729269	Cengage Learning, Inc.
CengageNOW	77279756	3740436	Cengage Learning, Inc.
Course360	77766417		Cengage Learning, Inc.
	77180469	3653038	
CORNERSTONES			Thomson Learning Inc.
CourseNotes + Design	77856240	3855177	Cengage Learning, Inc.
ELTEACH	85448075		Cengage Learning, Inc.
GALE BUSINESS INSIGHTS	85260591		The Gale Group, Inc.
Gale NewsVault	85255495		The Gale Group, Inc.
HybridText	77291293	3767984	Cengage Learning, Inc.
ICHAPTERS.COM	77256905	3510831	Cengage Learning, Inc.
Information Destination	77415253	3772275	Cengage Learning, Inc.
MILADY	77490914	3645987	Cengage Learning, Inc.
MILADY & Design	77490721	3645984	Cengage Learning, Inc.

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MINDLINKS	85539231		Cengage Learning, Inc.
MINDTAP	85225668		Cengage Learning, Inc.
PAL	77526972	3848323	Cengage Learning, Inc.
SAM 2003 PROGRADER	78949482	3244992	Thomson Learning Inc.
Signature Labs	77317753	3641797	Cengage Learning, Inc.
The Green Destination Logo	77736194		Cengage Learning, Inc.
THE GREEN DESTINATION	77702178		Cengage Learning, Inc.
THE GREEN DESTINATION: ESSENTIAL INFORMATION FOR GREEN BUILDING	77980669		Cengage Learning, Inc.
THE GREEN DESTINATION: ESSENTIAL INFORMATION FOR GREEN BUILDING	77702179		Cengage Learning, Inc.
The Trusted Source for Powerful Knowledge	77734860	3938456	Cengage Learning, Inc.
TOP STORIES BEHIND THE HEADLINES	85228137		Cengage Learning, Inc.
TRUEOUTCOMES	77252199	3394746	Cengage Learning, Inc.
	77142538	3503600	
WISETO			The Gale Group, Inc.

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SCHEDULE C

United States Copyright Registrations

See attached.

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## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

April 16, 2012

PTAS

MINDY M. LOK, ESQ.  
SIMPSON THACHER & BARTLETT LLP  
425 LEXINGTON AVENUE  
NEW YORK, NY 10017

**900219886**

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The submitted assignment cover sheet is not acceptable. The entity of the receiving party must be indicated on the cover sheet. As of January 16, 2009, Trademark Rule 37 C.F.R. §3.31(a) was amended to add the requirement that the assignment cover sheet must include the legal entity type and national citizenship (or state or country of organization) of each party receiving the assignment interest. And, if the party receiving the assignment interest is a domestic partnership or domestic joint venture, the cover sheet must state the names, legal entity types, and national citizenship (or the state or country of organization) of all general partners or active members that compose the partnership or joint venture. 37 C.F.R. §3.31(a)(8).

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) within 30 days from the date of this notice as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TONYA LEE  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

SIMPSON THACHER & BARTLETT LLP

425 LEXINGTON AVENUE  
NEW YORK, NY 10017-3954  
(212) 455-2000

FACSIMILE: 212-455-2502

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SAO PAULO  
TOKYO  
WASHINGTON, D.C.

MAIN FACSIMILE  
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SENDER'S FACSIMILE  
(212) 455-2502

SENDER'S DIRECT DIAL  
(212) 455-3435

SENDER'S E-MAIL ADDRESS  
KSOLOMON@STBLAW.COM

FACSIMILE TRANSMISSION COVER SHEET

**TO: NAME** USPTO-Assignment Division-  
Attention: Ms. Tonya Lee  
**FACSIMILE NO.** 571-273-0140  
**CONFIRMATION NO.** 571-272-3350

**FROM:** Kimberly Solomon  
**I.D. NUMBER (5 digits):** 08406  
**SENDER'S FLOOR:** 21

**CLIENT/MATTER NO:** 099999/0325  
**DATE:** April 23, 2012  
**OPERATOR:** Kimberly Solomon

**TOTAL PAGES (incl. cover):** 19

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**REMARKS:**

Please contact me at 212-455-3435 with any questions. Thank you.

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**RECORDED: 04/09/2012** **TRADEMARK** **REEL: 004766 FRAME: 0863**