

TRADEMARK ASSIGNMENT

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
Chegg, Inc. (as Grantor)		05/04/2012	CORPORATION: DELAWARE
Cramster, Inc. (as Grantor)		05/04/2012	CORPORATION: CALIFORNIA
Notehall LLC (as Grantor)		05/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Cramster Holding Corp. (as Grantor)		05/04/2012	CORPORATION: CALIFORNIA
Student of Fortune LLC		05/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TriplePoint Capital LLC (as Agent)
<b>Street Address:</b>	c/o Chief Operating Officer
<b>Internal Address:</b>	2755 Sand Hill Road, Suite 150
<b>City:</b>	Menlo Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Serial Number:	77346107	#1 IN TEXTBOOK RENTALS
Serial Number:	85976511	CHEGG
Serial Number:	85189699	CHEGG
Serial Number:	85565702	CHEGG
Serial Number:	85190586	CHEGG
Serial Number:	78678019	CHEGG
Serial Number:	85565693	CHEGG.COM
Serial Number:	85171173	CHEGG.COM

Serial Number:	85158754	CHEGG SALAD
Serial Number:	77788553	DON'T BUY IT
Serial Number:	77486242	I AM MORE THAN A TEST SCORE
Serial Number:	77632758	NOTEHALL
Serial Number:	76654150	CRAMSTER
Serial Number:	77825074	SOURCESALE
Serial Number:	85105628	STUDENT OF FORTUNE
Serial Number:	77305894	ZINCH
Serial Number:	85165838	COURSERANK
Serial Number:	85270065	CHEGG COLLEGE CREW
Serial Number:	85228304	CHEGG ARCADE
Serial Number:	85187813	CHEGG IT OUT
Serial Number:	78836139	STUDENTOFFORTUNE
Serial Number:	85208886	CRAMSTER.COM
Serial Number:	85225780	CHEGG.COM #1 IN TEXTBOOK RENTALS
Serial Number:	85198776	CHEGG
Serial Number:	85169480	POWERED BY CHEGG
Serial Number:	77788574	
Serial Number:	77426745	BUY TEXTBOOKS
Serial Number:	85176458	THE GOLDEN CHEGG RENT TEXTBOOKS. WIN PRIZES!

**CORRESPONDENCE DATA**

Fax Number: 9495349959  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 949 757 7185  
Email: jsbrown@mwe.com  
Correspondent Name: Peter E. Kim  
Address Line 1: McDermott Will & Emery LLP  
Address Line 2: 4 Park Plaza, Suite 1700  
Address Line 4: Irvine, CALIFORNIA 92614-2559

ATTORNEY DOCKET NUMBER:	082853-0032
NAME OF SUBMITTER:	Peter E. Kim
Signature:	/Peter E. Kim/
Date:	05/24/2012

Total Attachments: 11

**TRADEMARK**  
**REEL: 004787 FRAME: 0659**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is dated as of May 4, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and among CHEGG, INC., a Delaware corporation ("Chegg"), the other Persons set forth on the signature pages hereto (Chegg and such Persons being referred to individually as a "Grantor" and collectively as "Grantors"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, as agent (in such capacity, "Agent") for the lenders ("Lenders") party to the Loan Agreement (as defined below) from time to time.

Each Grantor, Agent and Lenders have entered into a Loan and Security Agreement of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. Pursuant to the Loan Agreement, each Grantor has granted to Agent, for the benefit of Agent and Lenders, a lien on and a security interest in all the present and future rights, title, and interest that such Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, each Grantor and Agent hereby agree as follows:

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**I. GRANT OF SECURITY INTEREST**

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Each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a lien upon and continuing security interest in all of such Grantor's right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds;

provided, that "Intellectual Property Collateral" shall not include: (a) any license, contract or agreement to which a Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of a security interest therein would constitute or result in (i) the unenforceability of any right, title or interest of such Grantor in or (ii) a breach or termination pursuant to the terms of, or a default under, any such license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9406, 9407, 9408 or 9409 of the UCC or any other applicable law or principles of equity); provided that "Intellectual Property Collateral" shall include, and the Lien of Agent granted in accordance with this Section I(A) shall attach immediately at such time as the condition causing such unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such license, contract or agreement that does not result in any of the consequences specified in **clause (i) or (ii)** above, including any

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Proceeds of such license, contract or agreement; and (b) any intent-to-use trademark of any Grantor for which a United States registration application is pending that is not material to the operations and the business of such Grantor and for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively.

Each Grantor hereby represents and warrants to Agent that **Schedules A, B and C** attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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**2. LOAN AGREEMENT**

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This security interest is granted to secure the Secured Obligations under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. AGENT'S RIGHT TO SUE**

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During the continuance of an Event of Default, subject to the terms of the Loan Agreement and the Intercreditor Agreement (as defined in **Section 8** below), Agent shall have the right, but shall in no way be obligated, to bring suit in Agent's own name to enforce each Grantor's rights in the Intellectual Property Collateral. If Agent commences any such suit, each Grantor shall, at Agent's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Agent in such enforcement. Each Grantor shall promptly, upon demand, reimburse and indemnify Agent for all of Agent's costs and expenses, including reasonable attorneys' fees, related to Agent's exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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Each Grantor shall from time to time execute, deliver and obtain any instruments or documents as Agent may reasonably request, and take all further action that may be reasonably necessary or desirable, or that Agent may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Agent, for the benefit of Agent and Lenders.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by Agent and each Grantor. Notwithstanding the foregoing however, each Grantor hereby irrevocably appoints Agent (and any of Agent's designated officers, agents or employees) as such Grantor's true and lawful attorney to modify, in Agent's sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending **Schedules A, B and C** to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which any Grantor no longer has or claims to have any right, title or interest. The appointment of Agent as each Grantor's attorney in fact, and each and every one of Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Lender's obligation to provide credit extensions to Grantors is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon each Grantor and each Grantor's respective successors and assigns, and shall inure to the benefit of Agent and Lenders, and each of Agent's and Lenders' nominees and assigns.

The rights and remedies of Agent and Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent and Lenders as a matter of law or equity. Each of the rights, powers and remedies of Agent and Lenders provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the

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exercise by Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent or any Lender, of any or all other rights, powers or remedies.

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### 7. GOVERNING LAW; COUNTERPARTS

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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### 8. INTERCREDITOR AGREEMENT

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Reference is made to the Intercreditor Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Chegg, the Subsidiaries of Chegg party thereto, JPMorgan Chase Bank, N.A., as First Lien Representative (as defined therein), and Agent, as Second Lien Representative (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent, for the benefit of Agent and Lenders, pursuant to this Agreement and the exercise of any right or remedy by Agent and any Lender hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, each Grantor and Agent have duly executed this Agreement as of the date first set forth above.

“Agent”

TRIPLEPOINT CAPITAL LLC

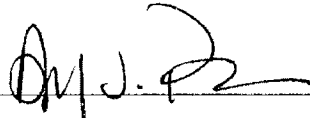
By: \_\_\_\_\_

Name: Sajal Srivastava

Title: Chief Operating Officer

**"Grantors"**

CHEGG, INC.

By: 

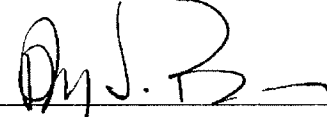
Name: Andrew Brown  
Title: Chief Financial Officer

CRAMSTER HOLDING CORP.

By: 

Name: Andrew Brown  
Title: Chief Financial Officer

CRAMSTER, INC.

By: 

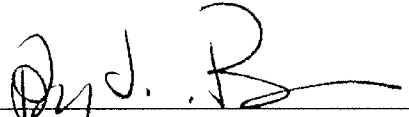
Name: Andrew Brown  
Title: Chief Financial Officer

STUDENT OF FORTUNE LLC

By: 

Name: Andrew Brown  
Title: Chief Financial Officer

NOTEHALL LLC

By: 

Name: Andrew Brown  
Title: Chief Financial Officer



SCHEDULE A

To Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONSPATENTS

None

PATENT APPLICATIONS

<i>Title</i>	<i>Date Filed</i>	<i>Application Number</i>	<i>Status</i>
Limited Access to a Digital Version of a Purchased Paper Book	10/4/2011	13/252,858	Pending
Electronic Content Management and Delivery Platform	10/4/2011	13/253,011	Pending
Data Visualization Based on Visual Object Elements	11/28/2011	13/305,484	Pending
Time Based Data Visualization	12/9/2011	13/316,129	Pending

NON-PROVISIONAL PATENT APPLICATIONS

<i>Title</i>	<i>Date Filed</i>	<i>Application Number</i>	<i>Status</i>
Digital Content Distribution and Protection	12/29/2011	13/339,980	Pending
Document Conversion Correlation Engine	12/29/2011	13/340,006	Pending
Automated Document Conversion Testing	12/29/2011	13/340,030	Pending
Connecting Users in an Education Platform	12/29/2011	13/340,415	Pending
Providing Advertisements in a Digital Reading Platform	12/29/2011	13/340,417	Pending

PROVISIONAL PATENT APPLICATIONS

<i>Title</i>	<i>Date Filed</i>	<i>Application Number</i>	<i>Status</i>
Document Content Deconstruction	12/29/2011	61/581,547	Pending

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Adaptive Document Content Layout	12/29/2011	61/581,551	Pending
Cache Management in HTML eReading Application	12/29/2011	61/581,557	Pending
HTML5 Selector for Web Page Content Selection	12/29/2011	61/581,562	Pending


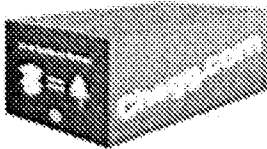

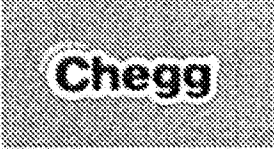
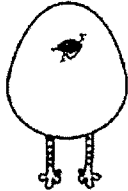

**EXECUTION VERSION****SCHEDULE B**

To Intellectual Property Security Agreement

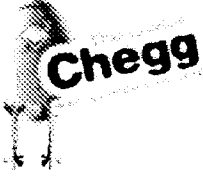
**TRADEMARKS AND TRADEMARK APPLICATIONS****TRADEMARKS**

<i>Name</i>	<i>Date Filed or Issued</i>	<i>Serial Number</i>	<i>Status</i>
#1 IN TEXTBOOK RENTALS	12/6/2007	77346107	Registered
CHEGG	12/2/2010	85976511	Registered
CHEGG	12/2/2010	85189699	Registered
CHEGG	3/9/2012	85565702	Registered
CHEGG	12/3/10	85190586	Registered
chegg	7/26/05	78678019	Registered
CHEGG.COM	3/9/12	85565693	Registered
CHEGG.COM	11/8/10	85171173	Registered
CHEGG SALAD	10/22/10	85158754	Registered
DON'T BUY IT	7/23/09	77788553	Registered
I AM MORE THAN A TEST SCORE	5/29/08	77486242	Registered
notehall	12/14/08	77632758	Registered
CRAMSTER	1/27/06	76654150	Registered
SOURCESALE	9/11/09	77825074	Registered
STUDENT OF FORTUNE	8/11/10	85105628	Registered
ZINCH	10/17/07	77305894	Registered
COURSERANK	11/1/10	85165838	Registered
CHEGG COLLEGE CREW	3/17/11	85270065	Registered

EXECUTION VERSION

<i>Name</i>	<i>Date Filed or Issued</i>	<i>Serial Number</i>	<i>Status</i>
CHEGG ARCADE	1/27/11	85228304	Registered
CHEGG IT OUT	11/30/10	85187813	Registered
 Student of Fortune	3/13/06	78836139	Registered
crAmster.com	1/2/11	85208886	Registered
	1/25/2011	85225780	Registered
	12/15/2010	85198776	Registered
	11/4/10	85169480	Registered
	7/23/09	77788574	Registered
	3/19/08	77426745	Registered

EXECUTION VERSION

<i>Name</i>	<i>Date Filed or Issued</i>	<i>Serial Number</i>	<i>Status</i>
	11/15/10	85176458	Registered

INTERNATIONAL SERVICE MARKS

<i>Country</i>	<i>Title</i>	<i>Class</i>	<i>Serial No.</i>	<i>Filing Date</i>
Australia	CHEGG	16-41	1315591	8-18-2009
Germany	CHEGG	16-41	Pending	9-2-2009
People's Republic of China	Zinch.com		7914907	12-15-2009

TRADEMARK APPLICATIONS

None

**SCHEDULE C**

**To Intellectual Property Security Agreement**

**COPYRIGHTS, COPYRIGHT APPLICATIONS AND COPYRIGHT REGISTRATIONS**

None registered. Grantors have unregistered copyrights in all software, software documentation, marketing materials and website content developed by the Grantors.