

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		11/30/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cengage Learning, Inc.		
Street Address:	200 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3216645	NETAUTHOR	
Registration Number:	3216646	NETREVIEW	
Registration Number:	3243876	NETEXPRESS	
Registration Number:	3246429	NETNOTES	
Registration Number:	3246432	NETLEARNING	
Registration Number:	3300332	NETMANAGER	
Registration Number:	3363231	NETCOMPETENCY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129961287		
Email:	trademarks@montagulaw.com		
Correspondent Name:	Thomas Walsh		
Address Line 1:	1120 Avenue of the Americas, 4th Fl		

CH \$190.00 3216645

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CENGAGE (NETLEARNING)
-------------------------	-----------------------

NAME OF SUBMITTER:	Thomas Walsh
--------------------	--------------

Signature:	/ThomasWalsh/
------------	---------------

Date:	12/03/2012
-------	------------

**Total Attachments: 4**

source=Security Release (JPMorgan)#page1.tif

source=Security Release (JPMorgan)#page2.tif

source=Security Release (JPMorgan)#page3.tif

source=Security Release (JPMorgan)#page4.tif

**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of November 30, 2012 from JPMorgan Chase Bank, N.A., a national banking association, as Collateral Agent ("Agent") to Cengage Learning, Inc. (a "Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the IP Security Agreements (each as defined below).

WITNESSETH:

WHEREAS, Cengage Learning Acquisitions, Inc. ("Borrower"), Cengage Learning Holdings II L.P. ("Parent"), Cengage Learning Holdco, Inc. ("Holdings"), the Lenders, The Royal Bank of Scotland plc, as Administrative Agent, Collateral Agent and Swing Line Lender (the "Existing Agent") and each other party named therein 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 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, Borrower, Parent, Holdings, certain subsidiaries of the Borrower, the Existing Agent and JPMorgan Chase Bank, N.A., have entered into the Resignation, Waiver, Consent and Appointment Agreement dated as of April 10, 2012 (the "Resignation Agreement") whereby the Existing Agent resigned as Administrative Agent, Collateral Agent and Swing Line Lender and is replaced by the Agent as successor Administrative Agent, successor Collateral Agent and successor Swing Line Lender under the Credit Agreement, the Intellectual Property Security Agreement and other Loan Documents;

WHEREAS, pursuant to the Intellectual Property Security Agreement and the IP Security Agreement Supplement dated May 7, 2012 and entered into by the Agent, Borrower, Parent, Holdings and the Grantors (collectively, the "IP Security Agreements"), security interests (the "Security Interest") were granted by the Grantors to the Agent in certain collateral, including the Released Trademark Collateral (as hereinafter defined);

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office at Reel/Frame 3632/0108; and

WHEREAS, pursuant to the Credit Agreement, Grantor has requested the Agent, and the Agent has agreed, to terminate and release the entirety of the Agent's Security Interest in the Released Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, the Agent hereby states as follows:

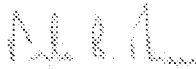
1. Definitions: The term “Released Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature in the trademarks listed on Schedule A hereto.

2. Release of Security Interest: The Agent hereby, without representations or warranties of any kind, terminates, releases and discharges its Security Interest in the Released Trademark Collateral, and any right, title or interest of the Agent in such Released Trademark Collateral under the IP Security Agreements shall hereby cease and become void. For the avoidance of any doubt, the foregoing termination, release and discharge shall apply only, and solely with respect, to the Released Trademark Collateral, and shall not extend to or relate to any other pledge collateral under the Credit Agreement and the IP Security Agreements. The Credit Agreement and the IP Security Agreements with respect to such other pledge collateral shall remain in full force and in effect.

3. Further Assurances: Upon the reasonable request of Grantor, and at Grantor’s sole cost and expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:  .....

Name: Peter B. Thauer  
Title: Executive Director

[Trademark Release -- Credit]

**TRADEMARK**  
**REEL: 004911 FRAME: 0401**

Schedule A

Trademark Registrations

<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
Cengage Learning, Inc.	3216645	06-Mar-2007	NETAUTHOR
Cengage Learning, Inc.	3363231	01-Jan-2008	NETCOMPETENCY
Cengage Learning, Inc.	3243876	22-May-2007	NETEXPRESS
Cengage Learning, Inc.	3246432	29-May-2007	NETLEARNING
Cengage Learning, Inc.	3300332	25-Sep-2007	NETMANAGER
Cengage Learning, Inc.	3246429	29-May-2007	NETNOTES
Cengage Learning, Inc.	3216646	06-Mar-2007	NETREVIEW