

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/22/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	McGraw Hill Financial, Inc.	FORMERLY The McGraw-Hill Companies, Inc.	07/18/2013
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	McGraw-Hill Global Education Holdings LLC		
Street Address:	Two Penn Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10121		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85839672	LEARNSMART
CORRESPONDENCE DATA			
Fax Number:	9142880023		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-821-9072		
Email:	clarke@leasonellis.com, dorman@leasonellis.com, tmdocket@leasonellis.com		
Correspondent Name:	Karin Segall		
Address Line 1:	One Barker Avenue, Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	05842/809437-000		
NAME OF SUBMITTER:	Deirdre Clarke		

OP \$40.00 85839672

Signature:	/deirdreclarke/
Date:	07/26/2013
Total Attachments: 3 source=01058477#page1.tif source=01058477#page2.tif source=01058477#page3.tif	

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 22nd day of March, 2013, by and between The McGraw-Hill Companies, Inc., n/k/a McGraw Hill Financial, Inc., as of May 1, 2013, a New York corporation with an address of 1221 Avenue of the Americas, New York, NY 10020 ("Assignor") on the one hand, and McGraw-Hill Global Education Holdings LLC, a Delaware limited liability company with an address of Two Penn Plaza, New York, NY 10121 ("Assignee") on the other hand.

WHEREAS, the Assignor was the owner of the trademark listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (the "Trademark");

WHEREAS, the Assignor did effective March 22, 2013 sell and assign, and Assignee did purchase and assume, the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agreed nunc pro tunc as of March 22, 2013 as follows:

1. Assignor hereby assigned to Assignee all right, title and interest in, to, and under the Trademark, including all registrations and applications therefor, together with the goodwill associated therewith. This assignment was made in connection with the transfer of the business to which the Trademark pertains.
2. The Assignor further granted to Assignee the right to recover damages and all other relief for all infringements of the Trademark that have occurred prior to the effective date of this Assignment with the right to sue for and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, free and clear of all liens, claims, charges, security interests, and other encumbrances.
3. The Assignor hereby agreed to execute and deliver to the Assignee all necessary documents and take all necessary actions reasonably requested by the Assignee from time to time to confirm or effect the assignments set forth in this Assignment, or otherwise to carry out the purposes of this Assignment, including, without limitation, by entering into individual assignment agreements by Assignor and Assignee for purposes of filing or otherwise evidencing the assignments set forth in this Agreement with the applicable national, international and regional trademark registration offices; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.
4. In the event of a conflict or inconsistency between the terms and conditions of this Trademark Assignment and the terms and conditions of the Trademark Assignment dated March 22, 2013 with respect to a particular Trademark, the terms and conditions of this Trademark Assignment shall govern and control and the March 22, 2013 Trademark Assignment shall be deemed amended accordingly.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

Signed on July 18, 2013

THE MCGRAW-HILL COMPANIES, INC.
n/k/a MCGRAW HILL FINANCIAL, INC.

By: *Susan Winter*

Name: Susan Winter

Title: Asset Secretary

Schedule A

Mark	Status	Application Date.	Application No.
LEARNSMART	Pending	04-Feb-13	85/839,672

{05842/307180-US0/01057226.1}

RECORDED: 07/26/2013

**TRADEMARK
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