

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The McGraw-Hill Companies, Inc.		03/22/2013	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: 2			
Property Type	Number	Word Mark	
Serial Number:	85209848	GRADEGURU	
Serial Number:	73417082	ANNUAL EDITIONS	
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:	9148213073		
Email:	tmdocket@leasonellis.com, dorman@leasonellis.com		
Correspondent Name:	Karin Segall		
Address Line 1:	One Barker Ave, Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	05842/809437-000		
NAME OF SUBMITTER:	Michelle Dorman		
Signature:	/michelle dorman/		

OP \$65.00 85209848

Date:

11/18/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 22 day of March, 2013, by and between The McGraw-Hill Companies, Inc., 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 is the owner of the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, the Assignor wishes to sell and assign, and Assignee wish to purchase and assume, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in, to, and under the Trademarks, including all registrations and applications therefor, together with the goodwill associated therewith. This assignment is made in connection with the transfer of the business to which the Marks pertain.
2. The Assignor further grants to Assignee the right to recover damages and all other relief for all infringements of the Trademark that have occurred prior to the 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 agrees 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.

[Signature Page Follows]

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

THE MCGRAW-HILL COMPANIES, INC.

MCGRAW-HILL GLOBAL EDUCATION HOLDINGS LLC

By: [Signature]

By: [Signature]

Name: Scott L. Bennett

Name: David Kraut

Title: Sr Vice President

Title: Vice President

STATE OF NY
COUNTY OF NY

On this 22 day of March, 2013, before me personally appeared Scott L. Bennett, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC

PAULA BIERNACKI
Notary Public, State of New York
No. 01BI6096409
Qualified in New York County

My commission expires: Commission Expires July 28, 2015

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 22 day of March, 2013, before me personally appeared David Kraut, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC

My commission expires: _____

LINDA WIDMER
Notary Public, State of New York
No. 01WI4985714
Qualified in New York County
Commission Expires August 26, 2013

NUEVA EDITORIAL INTERAMERICANA	Mexico	registered	280124	681139	1-Oct-80	MHGE
OTRO PASO ADELANTE & Design	El Salvador	registered	20872	20872	18-Mar-98	MHGE
ANNUAL EDITIONS	United States	registered	73/417,082	1,305,853	20-Nov-84	MHHE
ARE YOU M-POWERED	United States	pending	85/674,687			MHHE
ARIS	United States	registered	78/717,848	3,336,509	13-Nov-07	MHHE
ARIS (ASSESSMENT, REVIEW, AND INSTRUCTION SYSTEM)	United States	registered	78/717,866	3,545,172	9-Dec-08	MHHE
CAMINOS A LA CIENCIA	El Salvador	registered	20773	20773	26-Mar-98	MHHE
Cap Design	El Salvador	registered	8562	8562	28-Oct-97	MHHE
CHILD CARE TODAY: BECOMING AN EARLY CHILDHOOD PROFESSIONAL	Canada	pending	1,534,189			MHHE
CHILD CARE TODAY: BECOMING AN EARLY CHILDHOOD PROFESSIONAL	Mexico	registered	1191690	1249544	8-Nov-11	MHHE
CHILD CARE TODAY: BECOMING AN EARLY CHILDHOOD PROFESSIONAL	Mexico	registered	1191691	1249545	8-Nov-11	MHHE
CHILD CARE TODAY: BECOMING AN EARLY CHILDHOOD PROFESSIONAL	United States	allowed	85/148,269			MHHE
CLASSIC EDITION SOURCES	United States	registered	77/116,909	3,428,892	13-May-08	MHHE
CONNECT LEARN SUCCEED	Canada	pending	1,580,240			MHHE
CONNECT LEARN SUCCEED	United States	registered	77/635,939	3,981,924	21-Jun-11	MHHE
Construye tu Biblioteca Digital	Mexico	registered	51558	51242	4-Feb-09	MHHE
CONTEMPORARY	Spain	registered	2557829	2557829	9-Feb-04	MHHE
CONVIVENCIA	El Salvador	registered	8662	8662	28-Oct-97	MHHE
Design of Microscope (LABCAM Logo)	United States	registered	78/836,083	3,610,428	21-Apr-09	MHHE
DISCOVER WHAT'S POSSIBLE	Canada	allowed	1.566.945			MHHE
DISCOVER WHAT'S POSSIBLE	Community Mark	registered	10716884	10716884	26-Oct-12	MHHE
DISCOVER WHAT'S POSSIBLE	Mexico	registered	1256260	1304100	16-Aug-12	MHHE
DISCOVER WHAT'S POSSIBLE	United States	allowed	85/558,827			MHHE
EASY	Dominican Rep.	registered	2010-30577	186260	18-Mar-11	MHHE
EASY	United States	registered	85/210,802	4,206,814	11-Sep-12	MHHE

EASY (Stylized)	Dominican Rep.	registered	2010-30576	186439	18-Mar-11	MHHE
EASY (Stylized)	United States	registered	85/210,854	4,203,012	4-Sep-12	MHHE
ENTER	Mexico	registered	271432	549160	27-May-97	MHHE
EZ TEST ONLINE & Design	United States	registered	77/584,501	3,642,582	23-Jun-09	MHHE
EZ-TEST	United States	registered	73/675,444	1,543,315	13-Jun-89	MHHE
GRADEGURU	United States	registered	77/239,829	3,561,938	13-Jan-09	MHHE
GRADEGURU & Design	United States	registered	85/209,848	3,561,938	19-Jul-11	MHHE
GREGG	Brazil	registered	818654627	818654627	25-Oct-05	MHHE
GREGG	Chile	registered	812056	513.41	27-May-88	MHHE
GREGG	Chile	registered	405886	513.411	16-Feb-88	MHHE
GREGG	Colombia	registered	5224	93400	2-Jul-79	MHHE
GREGG	Colombia	registered	5226	93403	2-Jul-79	MHHE
GREGG	Community Mark	registered	8967143	8967143	14-Sep-10	MHHE
GREGG	Dominican Rep.	registered	26559	26559	8-Jul-77	MHHE
GREGG	Dominican Rep.	registered	26502	26502	28-Jun-77	MHHE
GREGG	Ecuador	registered	8538	987-88	4-May-03	MHHE
GREGG	El Salvador	registered	7469	7469	17-Feb-98	MHHE
GREGG	Germany	registered	M5231616WZ	1050034	22-Jun-83	MHHE
GREGG	Guatemala	registered	59075/443129	59075/443129	7-Sep-89	MHHE
GREGG	Mexico	registered	53146	167889	15-Oct-71	MHHE
GREGG	Nicaragua	registered	7916CC	7916CC	23-Jan-78	MHHE
GREGG	Nigeria	registered	43574	43574	10-Jan-90	MHHE
GREGG	Paraguay	registered	3087	308742	15-Nov-77	MHHE
GREGG	Peru	registered	285937	15894	7-Jun-95	MHHE
GREGG	Singapore	registered	6505/82	6505/82	7-Dec-82	MHHE
GREGG	Trinidad & Tobago	registered	10078	B10078	30-Jun-80	MHHE
GREGG	United Kingdom	registered	1186953	1186953	17-Jul-87	MHHE
GREGG	United States	registered	73/656,534	1,466,331	24-Nov-87	MHHE
GREGG	Uruguay	registered	392.163	392.163	18-Nov-87	MHHE
GREGG NOTEHAND & Design	Chile	registered	513411	513411	16-Feb-88	MHHE
GREGG NOTEHAND and Design	Argentina	registered	2479291	2030111	6-Jun-05	MHHE
GREGG NOTEHAND and Design	Costa Rica	registered	45836	53719	20-Mar-78	MHHE

TRADEMARK

RECORDED: 11/18/2013

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