

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement - First Lien Credit Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engrade, LLC		02/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Collateral Agent		
Street Address:	111 West Monroe Street		
Internal Address:	20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3504931	ENGRADE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-370-4761		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F148743		
NAME OF SUBMITTER:	Karen S. Cottrell		

Signature:	/Karen S. Cottrell/
Date:	03/05/2014
<b>Total Attachments: 5</b> source=#85664791v1 - (Engrade - Intellectual Property Security Agreement (First Lien) - FILING COPY)#page2.tif source=#85664791v1 - (Engrade - Intellectual Property Security Agreement (First Lien) - FILING COPY)#page3.tif source=#85664791v1 - (Engrade - Intellectual Property Security Agreement (First Lien) - FILING COPY)#page4.tif source=#85664791v1 - (Engrade - Intellectual Property Security Agreement (First Lien) - FILING COPY)#page5.tif source=#85664791v1 - (Engrade - Intellectual Property Security Agreement (First Lien) - FILING COPY)#page6.tif	

**Intellectual Property Security Agreement**

TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2014 (this "Agreement"), made by Engrade, LLC, a Delaware limited liability company (the "Pledgor"), in favor of BANK OF MONTREAL, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of December 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among McGraw-Hill School Education Intermediate Holdings, LLC, McGraw-Hill School Education Holdings, LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Bank of Montreal, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

All Trademarks, including those listed on Schedule I.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

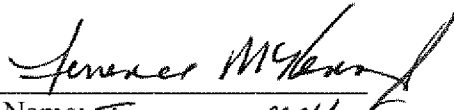
ENGRADE, LLC

By:   
Name: David Stafford  
Title: Senior Vice President,  
General Counsel, Secretary

*[Signature Page to Intellectual Property Security Agreement (First Lien)]*

TRADEMARK  
REEL: 005230 FRAME: 0928

BANK OF MONTREAL,  
as Collateral Agent,

By:   
Name: TERRENCE MCKENNA  
Title: Vice President

*[Signature Page to Intellectual Property Security Agreement (First Lien)]*

**TRADEMARK**  
**REEL: 005230 FRAME: 0929**

Schedule I  
to Intellectual Property Security Agreement

Trademarks Owned by Engrade, LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ENGRADE	3504931	09/23/2008