

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALEKS CORPORATION		09/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2391685	ALEKS	
Registration Number:	2461206	ALEKS	
Registration Number:	3662457	ALEKS	
Registration Number:	2452773		
Registration Number:	3521897	+ - × ÷	
Registration Number:	3463743	QUICKTABLES	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Andrew Hackett		
Address Line 1:	1025 Vermont Ave. N.W., Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F151912		
NAME OF SUBMITTER:	Rick Harrison		
SIGNATURE:	/Rick Harrison/		
DATE SIGNED:	09/29/2014		

OP \$165.00 2391685

Total Attachments: 5

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2014 (this "Agreement"), made by ALEKS CORPORATION, a Delaware corporation (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of March 22, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among McGraw-Hill Global Education Intermediate Holdings, LLC, McGraw-Hill Global Education Holdings, LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, 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.

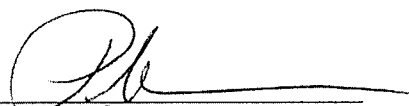
SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission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

ALEKS CORPORATION

By: 
Name: *Patrick Milano*
Title: *EVP, CFO, CAO*

[Signature Page to IP Security Agreement (First Lien)]

TRADEMARK
REEL: 005370 FRAME: 0589



CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent,

By: 
Name MICHAEL SPAIGHT
Title AUTHORIZED SIGNATORY


Lingzi Huang
Authorized Signatory

Schedule I
to Intellectual Property Security Agreement

U.S. Trademark Registrations and Applications Owned by Aleks Corporation

Mark	Country	Serial No.	Filing Date
ALEKS	United States	2391685	10/03/00
ALEKS	United States	2461206	06/19/01
ALEKS	United States	3662457	08/04/09
MISCELLANEOUS DESIGN (moose design) 	United States	2452773	05/22/01
MISCELLANEOUS DESIGN (+-x÷ logo) 	United States	3521897	10/21/08
QUICKTABLES	United States	3463743	07/08/08