

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320407

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CareerArc Group LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chegg, Inc.		
<b>Street Address:</b>	3990 Freedom Circle		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4020230	INTERNSHIP PREDICTOR	
<b>Registration Number:</b>	4168341	I CERTIFIED	
<b>Registration Number:</b>	4016428	I	
<b>Registration Number:</b>	4016429	HIRED EDUCATION	
<b>Registration Number:</b>	4007087	INTERNSHIP PREDICTOR	
<b>Registration Number:</b>	3862248	INTERNSHIPS.COM	
<b>Registration Number:</b>	4166808	EYE OF THE INTERN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128324700		
<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>			
<b>Phone:</b>	312 832-4500		
<b>Email:</b>	IPDocketing@foley.com, jrodriguez@foley.com		
<b>Correspondent Name:</b>	Jami A. Gekas - Foley & Lardner LLP		
<b>Address Line 1:</b>	321 North Clark Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654-5313		
<b>ATTORNEY DOCKET NUMBER:</b>	107246-0101		
<b>NAME OF SUBMITTER:</b>	Jaclyne D. Wallace		

OP \$190.00 4020230

<b>SIGNATURE:</b>	/Jaclyne D. Wallace/
<b>DATE SIGNED:</b>	10/17/2014
<b>Total Attachments: 7</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is dated as of October 1, 2014 and is by and among CareerArc Group LLC, a limited liability company organized under the laws of the State of Delaware (“*Assignor*”), and Chegg, Inc., a corporation organized under the laws of the State of Delaware (“*Assignee*”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “*APA*”), whereby Assignee has acquired certain assets from Assignor;

WHEREAS, pursuant to the APA, Assignor agrees to sell certain assets to Assignee, including the trademark registrations set forth on Exhibit A attached hereto and incorporated herein by reference (the “*Marks*”);

WHEREAS, Assignor is the owner of the Marks; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein and in the APA, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall be used as defined in the APA.
2. Assignment. Assignor hereby grants, sells, conveys, assigns, transfers and delivers to Assignee, its successors, assigns and other legal representatives, the entire right, title and interest in, to and under the Marks, together with all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue and bring other claims for past, present and future infringement, misappropriation, unfair competition, dilution or other violation of any of the foregoing, and all rights to recover damages (including attorneys’ fees and expenses) or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

Recordation. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or trademark offices, for recordation of this document. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the

assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Further Assurances.

- a. Assignor agrees to cooperate reasonably with Assignee to do all affirmative acts, and to execute all papers that counsel for Assignee shall advise are necessary and/or desirable without charge to Assignee in connection with the perfection in Assignee of the rights hereby assigned, including, without limitation, the execution of separate assignments in connection with such property and the provisions of any international treaty to which the United States is a member. Assignor hereby appoints Assignee as its attorney-in-fact with respect to the Marks that are the subject of this Agreement to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to transfer, grant or confirm the rights transferred, granted and confirmed herein.
- b. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

4. General.

- a. This Assignment may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Assignment will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of all parties reflected hereon as signatories.
- b. Except with respect to matters related to federal trademarks, patents and copyrights, which are to be governed by the laws of the United States, this Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, irrespective of its conflict of laws principles. Each of the parties hereto submits to the jurisdiction of any state or federal court sitting or having jurisdiction in the Northern District of California in any action or proceeding arising out of or relating to this Assignment.
- c. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- d. This Assignment (including all Exhibits and Schedules hereto), the APA and the other Transaction documents constitute the entire agreement, and supersede all prior agreements, understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims, or remedies of the parties and/or their respective affiliates as set forth in the APA. In the event of any conflict

or inconsistency between the terms of the APA and the terms of this Assignment, the terms of the APA shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: CAREERARC GROUP LLC

By:   
Name: Robin D. Richards  
Title: Chief Executive Officer

ASSIGNEE: CHEGG, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: CAREERARC GROUP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE: CHEGG, INC.

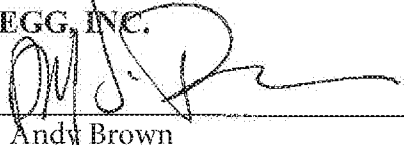





By:  \_\_\_\_\_  
Name: Andy Brown  
Title: Chief Financial Officer

Exhibit A

TRADEMARKS

Country	Reg. No.	Trademark
China	8602810	 The logo features a stylized lowercase 'i' with a white dot, set against a dark square background with a halftone dot pattern. Below the icon, the text 'internships.com' is written in a bold, lowercase sans-serif font, with the tagline 'know education' in a smaller font underneath.
China	8602811	 The logo features a stylized lowercase 'i' with a white dot, set against a dark square background with a halftone dot pattern. Below the icon, the text 'internships.com' is written in a bold, lowercase sans-serif font, with the tagline 'know education' in a smaller font underneath.
China	8602808	 The logo features a stylized lowercase 'i' with a white dot, set against a dark square background with a halftone dot pattern. Below the icon, the text 'internships.com' is written in a bold, lowercase sans-serif font, with the tagline 'know education' in a smaller font underneath.
EU	9234915	 The logo features a stylized lowercase 'i' with a white dot, set against a dark square background with a halftone dot pattern. Below the icon, the text 'internships.com' is written in a bold, lowercase sans-serif font, with the tagline 'know education' in a smaller font underneath.
EU	9323387	 The logo features a stylized lowercase 'i' with a white dot, set against a dark square background with a halftone dot pattern. Below the icon, the text 'internships.com' is written in a bold, lowercase sans-serif font.



Country	Reg. No.	Trademark
EU	9323494	<b>INTERNSHIPS.COM</b>
Hong Kong	301664758	
United States	4020230	Internship Predictor
United States	4168341	
United States	4016428	
United States	4016429	<b>HIRED EDUCATION</b>
United States	4007087	<b>INTERNSHIP PREDICTOR</b>
United States	3862248	<b>INTERNSHIPS.COM</b>
United States	4166808	<b>EYE OF THE INTERN</b>