

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	03/22/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McGraw Hill Financial, Inc.		10/13/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	McGraw-Hill Global Education Holdings, LLC		
<b>Street Address:</b>	Two Penn Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10121		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2899528	MCGRAW HILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(914) 288-0022		
<b>Email:</b>	zherka@leasonellis.com		
<b>Correspondent Name:</b>	Michelle Levin		
<b>Address Line 1:</b>	One Barker Avenue		
<b>Address Line 4:</b>	White Plains, NEW YORK 10601		
<b>ATTORNEY DOCKET NUMBER:</b>	05842/308834-US0		
<b>NAME OF SUBMITTER:</b>	Michelle Levin		
<b>SIGNATURE:</b>	/michelle levin/		
<b>DATE SIGNED:</b>	10/29/2014		
<b>Total Attachments: 3</b>			
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### Trademark Assignment

**THIS ASSIGNMENT** is made, effective as of March 22, 2013, by and between McGraw Hill Financial, 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 and in connection with the transfer of the business to which the Trademarks pertain, nunc pro tunc as of March 22, 2013.
2. The Assignor further grants to Assignee the right to recover damages and all other relief for all infringements of the Trademarks 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, nunc pro tunc as of March 22, 2013.
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 United States Patent Trademark Office; provided, however, that nothing contained herein shall obligate Assignor to incur any cost or pay any expense in connection therewith.

*Signature Page Follows*

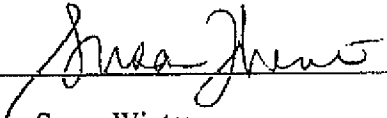
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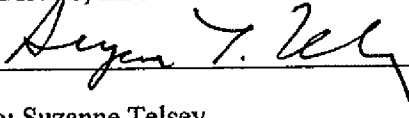
**TRADEMARK**  
**REEL: 005389 FRAME: 0852**

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

MCGRAW HILL FINANCIAL, INC.

MCGRAW-HILL GLOBAL EDUCATION  
HOLDINGS, LLC

By: 

By: 


Name: Susan Winter  
Title: Assistant Secretary

Name: Suzanne Telsey  
Title: Associate General Counsel

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TRADEMARK  
REEL: 005389 FRAME: 0853

Schedule A

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS/SERVICES</u>
	2899528	November 2, 2004	<p>Class 16: books, pamphlets, magazines, manuals, newsletters, all for education on a variety of topics; educational kits for schools and businesses comprised primarily of books, pamphlets, brochures and printed tests on a variety of topics.</p> <p>Class 41: educational services namely, providing workshops and classes dealing with advertising, marketing, business, economics, testing skills and teaching skills; and publishing services, namely, publishing of books, printed matter and electronic media</p>
MCGRAW-HILL	1350345 or newly assigned number resulting for division of registration	July 23, 1985	Class 16: books, pamphlets, brochures and magazines, all dealing with a variety of subjects in field of education

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