

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360549

<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>
Pathbrite, Inc.		10/22/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cengage Learning, Inc.		
<b>Street Address:</b>	20 Channel Center Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02210		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4473498	P PATHBRITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024202201		
<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>	202.420.2200		
<b>Email:</b>	Trademarks@dicksteinshapiro.com		
<b>Correspondent Name:</b>	Alexander S. Perry/Dickstein Shapiro LLP		
<b>Address Line 1:</b>	1825 Eye Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	C0133.0004		
<b>NAME OF SUBMITTER:</b>	Alexander S. Perry		
<b>SIGNATURE:</b>	/Alexander S. Perry/		
<b>DATE SIGNED:</b>	10/29/2015		
<b>Total Attachments: 6</b>			
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OP \$40.00 4473498



## **TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT is dated as of October 22, 2015.

WHEREAS, PATHBRITE, INC., a Delaware corporation ("Assignor"), has adopted, acquired, used and is using, in a substantially exclusive and continuous manner in its business, the trademarks listed on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, CENGAGE LEARNING, INC., a Delaware corporation ("Assignee"), is desirous of acquiring all right, title and interest in and to said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the Business (as defined in the Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee) symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Trademarks and registrations and applications herein assigned, solely at the cost of Assignee.

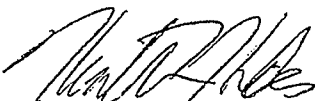
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature page follows.]*

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

PATHBRITE, INC.

By:   
Name: MATTHEW HILES  
Title: PRESIDENT & CEO

ASSIGNEE:

CENGAGE LEARNING, INC.

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

[Trademark Assignment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

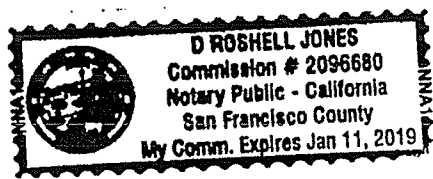
On October 21, 2015 before me, D. Roshell Jones, Notary Public, personally appeared

Heather Hiles, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature D. Roshell Jones

(Seal)

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

PATHBRITE, INC.

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

CENGAGE LEARNING, INC.

By: \_\_\_\_\_

Name: JOHN J. LEAHY

Title: EVP / CFO

[Trademark Assignment]

TRADEMARK  
REEL: 005656 FRAME: 0434

\*\*\*\*\*

STATE OF }  
                      } ss  
COUNTY OF }

On this \_\_\_ day of October, 2015, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that s/he is the \_\_\_\_\_ of PATHBRITE, INC. and that s/he duly executed the foregoing instrument for and on behalf of PATHBRITE, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

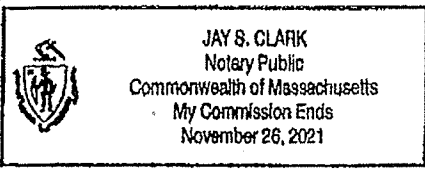
\_\_\_\_\_  
Notary Public

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STATE OF *MASSACHUSETTS* }  
  } ss  
COUNTY OF *SUFFOLK* }

On this 22 day of October, 2015, before me personally appeared JOHN LEAHY to me personally known, who, being duly sworn, did say that s/he is the VP, CFO of CENGAGE LEARNING, INC. and that s/he duly executed the foregoing instrument for and on behalf of CENGAGE LEARNING, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

*Jay S. Clark*  
\_\_\_\_\_  
Notary Public



[Trademark Assignment]

Exhibit A  
List of Trademarks

Mark	Serial No. / Reg. No.	Date Filed / Issued
PATHBRITE & Design	4473498	January 28, 2014