

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

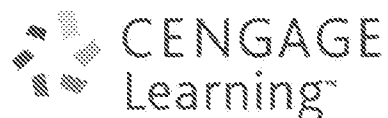
ETAS ID: TM374875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cengage Learning, Inc., as Grantor		11/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	7033 Louis Stephens Drive		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3362524	TABLEBASE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	02/29/2016		
Total Attachments: 29			
source=[Fully Executed] Cengage Sept 2014 Security Agreement Term Loan 11-14-14 Trademark#page1.tif			
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Richard J. Veith
Cengage Learning
20 Channel Center Street
Boston, MA 02210
(o) 617.289.7854



November 14, 2014

Credit Suisse AG, Cayman Islands Branch
As Collateral Agent
Attn: Loan Operations – Agency Manager
Eleven Madison Avenue, 23rd Floor
New York, NY 10010
Email: agency.loanops@credit-suisse.com

Subject: Cengage Learning Term Loan Security Agreement re: Article 9 Collateral

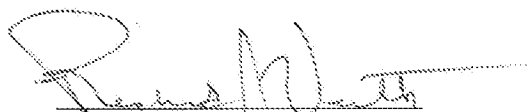
Reference is made to the Term Loan Security Agreement, dated as of March 31, 2014 among the Grantors and Credit Suisse AG, Cayman Islands Branch as collateral agent (the “Collateral Agent”) as may be amended, modified and/or updated in accordance with its terms from time to time (the “Emergence Security Agreement”). Capitalized terms used herein shall have the meaning as set forth in the Emergence Security Agreement unless otherwise defined.

Pursuant to Section 3.03(g) of the Emergence Security Agreement, attached are the following Short Form Security Agreements for your countersignature:

- Exhibit A: Short Form Patent Security Agreement
- Exhibit B: Short Form Trademark Security Agreement
- Exhibit C: Short Form Copyright Security Agreement

The Short Form Security Agreements identify changes in the Article 9 Collateral that occurred or came to the attention of Cengage Learning Holdings II, Inc. (together with its subsidiaries, “Cengage”) during the period of July 1, 2014 to September 30, 2014. The Short Form Security Agreements reflect the information required to be delivered by the Grantors to the Collateral Agent pursuant to the Emergence Security Agreement.

Kindly sign each of the Short Form Security Agreements and return to Cengage (Attention: General Counsel).



Richard Veith
Treasurer

cc: Ken Carson, General Counsel
Mark L. Shwartz, Deputy General Counsel

Exhibit A: Short Form Patent Security Agreement

PATENT SECURITY AGREEMENT (SHORT FORM)

PATENT SECURITY AGREEMENT
(TERM LOAN CREDIT AGREEMENT)

This Patent Security Agreement (this "*Patent Security Agreement*"), dated as of November 14, 2014, by the Persons listed on the signature pages hereof (individually, a "*Grantor*", and, collectively, the "*Grantors*"), is made in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as administrative agent (in such capacity, the "*Administrative Agent*") pursuant to that certain Term Loan Credit Agreement, dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Cengage Learning Holdco, Inc., a Delaware corporation ("*Holdings*"), Cengage Learning Acquisitions, Inc., a Delaware corporation (the "*Borrower*"), Cengage Learning Holdings II, Inc. (f/k/a Cengage Learning Holdings II, L.P.), a Delaware corporation ("*Parent*"), the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement dated as of March 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants, and confirms the pledge and grant, to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in, to and under all Patents of such Grantor, including those listed on Schedule I attached hereto (excluding any Excluded Assets).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with, and confirms the grant of, the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, and all terms and conditions set forth in the Security Agreement are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, the Administrative Agent shall, at the sole expense of such Grantor, execute,

acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Patents under this Patent Security Agreement.


SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]


IN WITNESS WHEREOF, Grantors have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENGAGE LEARNING HOLDCO, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

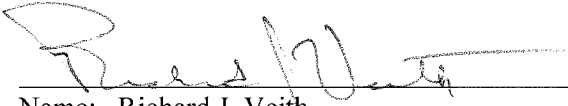
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CENGAGE LEARNING ACQUISITIONS, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

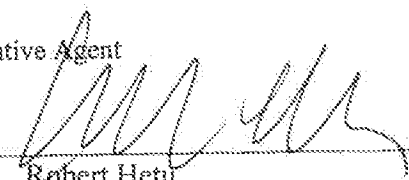
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CENGAGE LEARNING, INC.

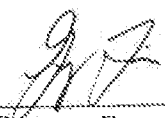
By: 
Name: Richard J. Veith
Title: SVP, Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: _____


Name: Robert Hetu
Title: Authorized Signatory

By: _____


Name: Gregory Fantoni
Title: Authorized Signatory

[Signature Page to Cengage Term Patent Security Agreement]

TRADEMARK
REEL: 005741 FRAME: 0789

**Schedule I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS**

[See Attached]

Grantor Patents

(as of September 30, 2014)

Title	Country	Patent No. Issue Date	Pub. No./ Pub. Date	Application No./ Filing Date	Status	Owner on File
Learning Content Delivery System	United States	N/A	US2012/0225415 December 6, 2012	13/411,158 March 2, 2012	Pending	Cengage Learning, Inc.
Online Testing, Tutorial and Course Management Systems, Methods and Software	United States	N/A	N/A	11/194,109 ¹ July 29, 2005	Pending	Cengage Learning, Inc.

¹ This application cannot be verified in the public database because it has not published yet.

Exhibit B: Short Form Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT
(TERM LOAN CREDIT AGREEMENT)

This Trademark Security Agreement (this “*Trademark Security Agreement*”), dated as of November 14, 2014, by the Persons listed on the signature pages hereof (individually, a “*Grantor*”, and collectively, the “*Grantors*”), is made in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as administrative agent (in such capacity, the “*Administrative Agent*”) pursuant to that certain Term Loan Credit Agreement, dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Cengage Learning Holdco, Inc., a Delaware corporation (“*Holdings*”), Cengage Learning Acquisitions, Inc., a Delaware corporation (the “*Borrower*”), Cengage Learning Holdings II, Inc. (f/k/a Cengage Learning Holdings II, L.P.), a Delaware corporation (“*Parent*”), the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement dated as of March 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants, and confirms the pledge and grant, to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in, to and under all Trademarks of such Grantor, including those listed on Schedule I attached hereto (excluding any Excluded Assets).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with, and confirm the grant of, the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, and all terms and conditions set forth in the Security Agreement are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, the Administrative Agent shall, at the sole expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]

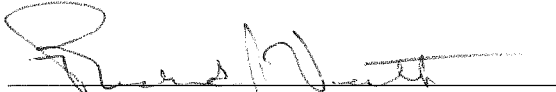
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENGAGE LEARNING HOLDCO, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

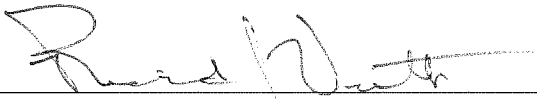
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CENGAGE LEARNING ACQUISITIONS, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENGAGE LEARNING, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: 

Name: Robert Hetu
Title: Authorized Signatory

By: 

Name: Gregory Fantoni
Title: Authorized Signatory

Schedule I
Trademark Registrations and Applications

Between July 1, 2014 and September 30, 2014

The following registered Trademark was cancelled:

MARK	App Number	Reg Number	Owner
TABLEBASE	78958641	3362524	Cengage Learning, Inc.

Exhibit C: Short Form Copyright Security Agreement

COPYRIGHT SECURITY AGREEMENT (SHORT FORM)

COPYRIGHT SECURITY AGREEMENT
(TERM LOAN CREDIT AGREEMENT)

This Copyright Security Agreement (this "*Copyright Security Agreement*"), dated as of November 14, 2014, by the Persons listed on the signature pages hereof (individually, a "*Grantor*", and, collectively, the "*Grantors*"), is made in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as administrative agent (in such capacity, the "*Administrative Agent*") pursuant to that certain Term Loan Credit Agreement, dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Cengage Learning Holdco, Inc., a Delaware corporation ("*Holdings*"), Cengage Learning Acquisitions, Inc., a Delaware corporation (the "*Borrower*"), Cengage Learning Holdings II, Inc. (f/k/a Cengage Learning Holdings II, L.P.), a Delaware corporation ("*Parent*"), the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement dated as of March 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Copyright Collateral. Each Grantor hereby pledges and grants, and confirms the pledge and grant, to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) copyright rights in any work subject to the copyright laws of the United States and all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration, in each case to the extent registered or filed in the United States Copyright Office, including the registered copyrights of such Grantor listed on Schedule I attached hereto, and together with all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and the right to sue for past, present and future infringements thereof (the "*Copyrights*");
- (b) Copyright Licenses of such Grantor listed on Schedule II attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyrights made and granted hereby are more fully set forth in the Security Agreement, and all terms and conditions set forth in the Security Agreement are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Copyright Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with Section 6.12 thereof, the Administrative Agent shall, at the sole expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Copyrights under this Copyright Security Agreement.

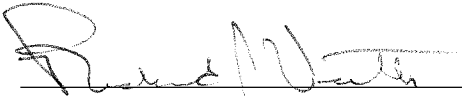
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SECTION 6. ABL Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Copyright Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Copyright Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]

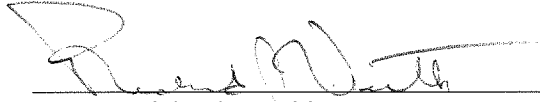
IN WITNESS WHEREOF, Grantors have caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENGAGE LEARNING HOLDCO, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

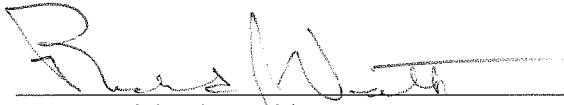
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CENGAGE LEARNING ACQUISITIONS, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

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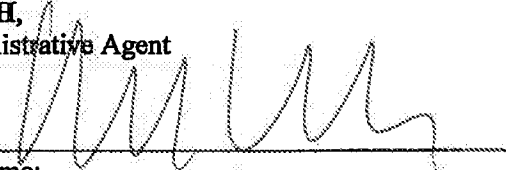
CENGAGE LEARNING, INC.

By: 
Name: Richard J. Veith
Title: SVP, Treasurer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Administrative Agent

By: _____

Name:
Title:


**ROBERT HETU
AUTHORIZED SIGNATORY**


**Lingzi Huang
Authorized Signatory**

**Schedule I
Copyright Registrations**

*An application for copyright registration has been submitted to the USCO for each title listed below for which a Registration Number has not been provided.

Cengage Learning - Copyright Registrations for Quarter Ending September 30, 2014		
Title	Registration Number	Registration Date
Twentieth-Century Literary Criticism		
Classical & Medieval Literature Criticism	TX 7-884-463	07/11/2014
Classical & Medieval Literature Criticism	TX 7-884-459	07/11/2014
Contemporary Literary Criticism		
Contemporary Black Biography		
Contemporary Literary Criticism		
Contemporary Black Biography		
NATEF Standards Job Sheets Area A1		
NATEF Standards Job Sheets Area A3		
NATEF Standards Job Sheets Area A6		
Business & Professional Ethics	TX 7-893-926	07/18/2014
Chemistry		
Chemistry & Chemical Reactivity, Hybrid Edition (with OWLv2 24-Months Printed Access Card)		
Organic Chemistry	TX 7-893-932	07/18/2014
CompTIA Cloud+ CV0-001 In Depth	TX 7-895-830	07/18/2014
NATEF Standards Job Sheets Area A2	TX 7-895-812	07/18/2014
NATEF Standards Job Sheets Area A4		
Master Math		
Data Modeling and Database Design	TX 7-893-962	07/18/2014
South-Western Federal Taxation Internal Revenue Code of 1986 and Treasury Regulations		
Criminal Law		
Societies, Networks, and Transitions	TX 7-893-892	07/18/2014
Cognitive Psychology		
Statistics for Business & Economics, Revised	TX 7-893-898	07/18/2014
MCSA Guide to Installing and Configuring Microsoft Windows Server 2012 /R2, Exam 70-410	TX 7-895-766	07/18/2014
Design of Fluid Thermal Systems, SI Edition	TX 7-895-759	07/18/2014
Hands-On Music Theory		
Technology Now		
The Mastering Engineer's Handbook		
Guitar for Songwriters		
Windows PowerShell Programming for the Absolute Beginner, 3rd	TX 7-893-873	07/18/2014
C++ Programming		
Practical Game Development with Unity and Blender		
Master Math: Elementary School Math	TX 7-895-764	07/18/2014
Developing Mobile Websites with HTML5		
Live Sound for Guitar	TX 7-893-874	07/18/2014
David Busch's Olympus OM-D E-M1 Guide to Digital Photography		

Beginning C++ Through Game Programming		
Game Development with Unity		
Beginning Game Programming		
Python Programming for Teens		
JavaServer Faces 2.0	TX 7-893-845	07/18/2014
Study Guide for Woodrow/Colbert/Smith's Essentials of Pharmacology for Health Professions, 7th		
Workbook for Bennett's Modern Diesel Technology: Diesel Engines, 2nd		
Life Themes		
Student Workbook for Zettl's Television Production Handbook, 12th		
SAM for Sevin/Sevin/Brockman's Wie geht's?, 10th		
Workbook for Understanding Health Insurance (Book Only)		
SAM for Doyle/Fryer's Éxito comercial, 6th		
Fast Track to a 5		
MORE Best Business Practices for Photographers		
The Graphic Designer's Digital Toolkit		
Professional Web Design		
The Digital Filmmaking Handbook, 5th Edition		

Schedule II
Copyright Licenses

None.