

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376847

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900356078

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cengage Learning, Inc., as Grantor		06/18/2015	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:	4686628	WADSWORTH

CORRESPONDENCE DATA**Fax Number:**

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.

Email: michael.barys@thomsonreuters.com**Correspondent Name:** Ken Tan, Legal Assistant**Address Line 1:** 80 Pine Street**Address Line 2:** c/o Cahill Gordon & Reindal LLP**Address Line 4:** New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/16/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT
(TERM LOAN CREDIT AGREEMENT)

This Trademark Security Agreement (this "*Trademark Security Agreement*"), dated as of June 18, 2015, 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 HOLDINGS II, INC.

By: 

Name: Richard J. Veith

Title: SVP, Treasurer

[Signature Page to Trademark Security Agreement (Term Loan Credit Agreement)]

TRADEMARK

REEL: 005752 FRAME: 0814

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

[Signature Page to Trademark Security Agreement (Term Loan Credit Agreement)]

TRADEMARK
REEL: 005752 FRAME: 0815

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 ACQUISITIONS, INC.

By: 

Name: Richard J. Veith

Title: SVP, Treasurer

[Signature Page to Trademark Security Agreement (Term Loan Credit Agreement)]

TRADEMARK

REEL: 005752 FRAME: 0816

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

[Signature Page to Trademark Security Agreement (Term Loan Credit Agreement)]

TRADEMARK
REEL: 005752 FRAME: 0817

**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 Trademark Security Agreement (Term Loan Credit Agreement)]

Schedule I
Trademark Registrations and Applications

Between January 1, 2015 and March 31, 2015

MARK	Application Number	Registration Number	Owner
ACQUIRED REGISTRATIONS			
WADSWORTH ¹	85782315	4686628	Cengage Learning, Inc.
CANCELLED REGISTRATIONS²			
INFOTRAC INFOMARKS	75609149	2840469	Cengage Learning, Inc.
WISETO	77142538	3501600	Cengage Learning, Inc.

¹ Registration issued on February 17, 2015.

² Registrations cancelled for failure to submit maintenance filings showing active use of the marks. These marks were discontinued in the usual course of business.