

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM399505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chegg, Inc.		09/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	121 South Market Street, 3rd Floor		
Internal Address:	Attention: Loan Team Manager		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Serial Number:	86926337	CHEGG	
Serial Number:	86024382	RESEARCH READY	
Serial Number:	86506083	EXPERT ANSWERS	
Serial Number:	86290441	RECRUIT SMARTER	
Serial Number:	86432768	MATCH PLUS	
Serial Number:	86976949	MATCH+	
Serial Number:	86083369	CHEGG STUDY	
Serial Number:	86320183	SAVE TIME. SAVE MONEY. RECRUIT SMARTER.	
Serial Number:	86089145	FLASHCARDS+	
Serial Number:	85842655	STUDENT GRAPH	
Serial Number:	85225780	CHEGG.COM #1 IN TEXTBOOK RENTALS	
Serial Number:	85359633	EYE OF THE INTERN	
Serial Number:	85981254	STUDENT HUB	
Serial Number:	85980911	I AM MORE THAN A TEST SCORE. ZINCH	
Serial Number:	85980357	CHEGG FOR GOOD	
Serial Number:	85976819	CHEGG FOR GOOD	
Serial Number:	85976511	CHEGG	
Serial Number:	85976420	COURSERANK	

CH \$1315.00 86926337

Property Type	Number	Word Mark
Serial Number:	85565998	C
Serial Number:	85565702	CHEGG
Serial Number:	85565693	CHEGG.COM
Serial Number:	85457432	ZINCH
Serial Number:	85429198	CHEGG FOR GOOD
Serial Number:	85270065	CHEGG COLLEGE CREW
Serial Number:	85228304	CHEGG ARCADE
Serial Number:	85208886	CRAMSTER.COM
Serial Number:	85198776	CHEGG
Serial Number:	85190586	CHEGG
Serial Number:	85189699	CHEGG
Serial Number:	85187813	CHEGG IT OUT
Serial Number:	85176458	THE GOLDEN CHEGG RENT TEXTBOOKS. WIN PRI
Serial Number:	85171173	CHEGG.COM
Serial Number:	85169480	POWERED BY CHEGG
Serial Number:	85165838	COURSERANK
Serial Number:	85158754	CHEGG SALAD
Serial Number:	85105628	STUDENT OF FORTUNE
Serial Number:	78678019	CHEGG
Serial Number:	77755960	EASYBIB
Serial Number:	77982242	INTERNSHIP PREDICTOR
Serial Number:	77982237	INTERNSHIP PREDICTOR
Serial Number:	77925998	I CERTIFIED
Serial Number:	77866109	HIRED EDUCATION
Serial Number:	77866101	INTERNSHIPS.COM
Serial Number:	77866091	I
Serial Number:	77825074	SOURCESALE
Serial Number:	77788574	
Serial Number:	77788553	DON'T BUY IT
Serial Number:	77486242	I AM MORE THAN A TEST SCORE
Serial Number:	77346107	#1 IN TEXTBOOK RENTALS
Serial Number:	77305894	ZINCH
Serial Number:	76654150	CRAMSTER
Serial Number:	86233316	INSTAEDU

CORRESPONDENCE DATA

Fax Number: 8586385130

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.

TRADEMARK

REEL: 005883 FRAME: 0976

Phone: 858-638-6730
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Attention: Susan Reynholds
Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Troy Zander
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SIGNATURE:	/s/ Troy Zander
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DATE SIGNED:	09/22/2016
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of September 21, 2016, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and CHEGG, INC., a Delaware corporation ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement") and the Revolving Line of Credit Note (as defined in the Credit Agreement). Capitalized terms used and not otherwise defined herein are used as defined in the Credit Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security.

(a) To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

(b) This security interest is granted in conjunction with the security interest granted to Bank by Grantor under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank and its successors or assigns, of any or all other rights, powers or remedies.

(c) Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth, any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. Miscellaneous.

(a) This IP Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute the same instrument.

(b) This IP Security Agreement shall be deemed to have been executed and delivered within the State of California and the laws of such State (irrespective of its choice of law principles) shall govern the validity of this IP Security Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this IP Security Agreement.

(c) This IP Security Agreement may be amended or modified only in writing signed by Bank and Grantor.

(d) Nothing in this IP Security Agreement, expressed or implied, however, is intended to confer upon any person or entity, other than the parties and their authorized assignees or their successors by operation of law, any rights, remedies, liabilities or obligations under or by reason of this IP Security Agreement, except as expressly provided herein.

(e) This IP Security Agreement and all security interests granted by this IP Security Agreement shall terminate when all Indebtedness owed by Grantor to Bank has been paid in full in cash and all obligations owed by Grantor to Bank have been satisfied and Bank has no obligation to extend further credit to Grantor. Bank, at Grantor's sole expense, shall take all actions reasonably requested by Grantor to evidence such terminations. If any Collateral is disposed at any time as permitted under the Credit Agreement, Bank shall release, discharge, and terminate all security interests Bank has in, to, or under such Collateral, and shall take all actions reasonably requested by Grantor to evidence such terminations.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3990 Freedom Circle
Santa Clara, CA 95054
Attn: Andrew Brown, CFO

CHEGG, INC.

By: 

Name: Andrew Brown

Title: Chief Financial Officer

BANK:

Address of Bank:

121 South Market Street, 3rd Floor
San Jose, CA 95113
Attn: Loan Team Manager

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005883 FRAME: 0980

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3990 Freedom Circle
Santa Clara, CA 95054
Attn: Andrew Brown, CFO

CHEGG, INC.

By: _____

Name: _____

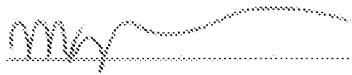
Title: _____

BANK:

Address of Bank:

121 South Market Street, 3rd Floor
San Jose, CA 95113
Attn: Loan Team Manager

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____

Name: Marisa Phan

Title: SVP & Senior Relationship Manager

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Shelly	VA0001761243	1/5/11
Student of fortune cat	VA0001733520	8/11/10
student of fortune website	TX0007405018	5/23/2011
internships.com website	VA0001789423	6/9/2010
Inside Jobs website	TX0007626546	2/14/2012
Inside Jobs website	TX0007463275	8/22/2011

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Creating notes in a multilayered HTML document	8522130	8/27/13
Digital content distribution and protection	8584259	11/12/13
Navigating an electronic document by visual object elements	8756497	6/17/14
Document conversion correlation engine	8782515	7/15/14
Application gateway in a browser based environment	9043807	5/26/15
Automated document conversion testing	9069732	6/30/15
Document content reconstruction	9098471	8/4/15
Social sharing of multilayered document	9104892	8/11/15
Enhancing automated terms listings in HTML document publishing based on user searches	9116865	8/25/15
Providing advertisements in a digital reading platform	13340417	12/29/11
Cache management in HTML ereading application	13461499	5/1/12
HTML5 selector for web page content selection	13476985	5/21/12
Characterization of layered documents in HTML5 publishing	13542249	7/5/12
Layered content document distribution in multiscreen systems	13584715	8/13/12
Presentation of layered content documents in multiscreen systems	13604453	9/5/12
Electronic content management and delivery platform	13644731	10/4/12
Notes aggregation across multiple documents	13693036	12/3/12
Sharing user-generated notes	13717331	12/17/12
Indexing electronic notes	13719140	12/18/12
Producing automated terms listing in HTML document publishing with enhanced terms definitions	13783974	3/4/13
Mobile application for multilevel document navigation	13861542	4/12/13
Publishing personalized documents on a secondary market	13897225	5/17/13
Automated course deconstruction into learning units in a digital education platforms	13971738	8/20/13
Tagging content for social interchange in online education platforms	14147341	1/3/14
Automated testing materials in electronic document publishing	13898377	5/20/13
Authenticated access to accredited testing services	13935150	7/3/13
Augmented reading systems	14015674	8/30/13
Calculating effective GPA of students in education platforms	14051061	10/10/13
Correlating jobs with personalized learning activities in online education platforms	14067725	10/30/13
Job recall services in online education platforms	14091234	11/26/13
Mapping published related content layers into correlated reconstructed documents	14170289	1/31/14
Knowledge proximity detector	14254721	4/16/14
Method and apparatus to build a common classification system across multiple content entities	14274189	5/9/14
Generating an academic topic graph from digital documents	14448983	7/31/14
Generating search engine-optimized media question and answer web pages	14479046	9/8/14
Automated lecture deconstruction	14524350	10/27/14
Building a topical learning model in a content management system	14553798	11/25/14
Identifying schools based on career and/or job interests	13540432	3/27/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CHEGG	86926337	3/3/16
RESEARCH READY	86024382	7/31/13
EXPERT ANSWERS	86506083	1/16/15
RECRUIT SMARTER	86290441	5/23/14
MATCH PLUS	86432768	10/23/14
MATCH+	86976949	10/23/14
CHEGG STUDY	86083369	10/4/13
SAVE TIME. SAVE MONEY. RECRUIT SMARTER	86320183	6/25/14
FLASHCARD+	86089145	10/11/13
STUDENT GRAPH	85842655	2/6/13
CHEGG.COM #1 IN TEXTBOOK RENTALS	85225780	1/25/11
EYE OF THE INTERN	85359633	6/29/11
STUDENT HUB	85981254	11/30/12
I AM MORE THAN A TEST SCORE. ZINCH	85980911	11/2/11
CHEGG FOR GOOD	85980357	9/22/11
CHEGG FOR GOOD	85976819	9/22/11
CHEGG	85976511	12/10/10
COURSERANK	85976420	11/1/10
C	85565998	3/9/12
CHEGG	85565702	3/9/12
CHEGG.COM	85565693	3/9/12
ZINCH	85457432	10/27/11
CHEGG FOR GOOD	85429198	9/22/11
CHEGG COLLEGE CREW	85270065	3/17/11
CHEGG ARCADE	85228304	1/27/11
CRAMSTER.COM	85208886	1/2/11
CHEGG	85198776	12/15/10
CHEGG	85190586	12/3/10
CHEGG	85189699	12/2/10
CHEGG IT OUT	85187813	11/30/10
THE GOLDEN CHEGG RENT TEXTBOOKS. WIN PRIZES!	85176458	11/15/10
CHEGG.COM	85171173	11/8/10
POWERED BY CHEGG	85169480	11/4/10
COURSERANK	85165838	11/1/10
CHEGG SALAD	85158754	10/22/10
STUDENT OF FORTUNE	85105628	8/11/10
CHEGG	78678019	7/26/05
EASYBIB	77755960	6/10/09
INTERNSHIP PREDICTOR	77982242	2/19/10
INTERNSHIP PREDICTOR	77982237	2/19/10
I CERTIFIED	77925998	2/2/10
HIRED EDUCATION	77866109	11/5/09
INTERNSHIPS.COM	77866101	11/5/09
I	77866091	11/5/09
SOURCESALE	77825074	9/11/09
Design	77788574	7/23/09
DON'T BUY IT	77788553	7/23/09
I AM MORE THAN A TEST SCORE	77486242	5/29/08
#1 IN TEXTBOOK RENTALS	77346107	12/6/07
ZINCH	77305894	10/17/07

Description

CRAMSTER
INSTAEDU

Serial/Registration No.

76654150
86233316

File Date

1/27/06
3/26/14