

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429459

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cengage Learning, Inc.		05/19/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Collateral Agent		
<b>Street Address:</b>	390 Greenwich Street, 1st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4633177	SIGNATURE COURSEPACK	
<b>Registration Number:</b>	3696729	CHEMPAD	
<b>Registration Number:</b>	3857376	PHYSPAD	
<b>Registration Number:</b>	3755483	CALCPAD	
<b>Registration Number:</b>	5030531	PERSONAL STUDY PLAN	
<b>Registration Number:</b>	5147870	PLACEU	
<b>Registration Number:</b>	3992346	WEBASSIGN	
<b>Registration Number:</b>	3567584	PENCILPAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		

OP \$215.00 4633177

<b>DATE SIGNED:</b>	05/31/2017
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**Total Attachments: 7**

- source=Cengage March 2017 Security Agreement ABL 5-19-17 (TRADEMARKS)#page1.tif
- source=Cengage March 2017 Security Agreement ABL 5-19-17 (TRADEMARKS)#page2.tif
- source=Cengage March 2017 Security Agreement ABL 5-19-17 (TRADEMARKS)#page3.tif
- source=Cengage March 2017 Security Agreement ABL 5-19-17 (TRADEMARKS)#page4.tif
- source=Cengage March 2017 Security Agreement ABL 5-19-17 (TRADEMARKS)#page5.tif
- source=Cengage March 2017 Security Agreement ABL 5-19-17 (TRADEMARKS)#page6.tif
- source=Cengage March 2017 Security Agreement ABL 5-19-17 (TRADEMARKS)#page7.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Cengage Learning, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 19, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citibank, N.A., as Collateral Agent

Street Address: 390 Greenwich Street, 1st Floor

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

May 31, 2017  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **7**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT (SHORT FORM)  
(AMENDED AND RESTATED ABL SECURITY AGREEMENT)**

This Trademark Security Agreement (this "*Trademark Security Agreement*"), dated as of May 28, 2017, is made by the Persons listed on the signature pages hereof (individually, a "*Grantor*", and, collectively, the "*Grantors*"), is made in favor of CITIBANK, N.A., in its capacity as collateral agent (in such capacity, the "*Collateral Agent*") pursuant to that certain Amended and Restated Asset-Backed Revolving Credit Agreement, dated as of June 7, 2016 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Cengage Learning Holdco, Inc., a Delaware corporation ("*Holdings*"), Cengage Learning, Inc., a Delaware corporation (the "*Borrower*"), the Collateral Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Amended and Restated ABL Security Agreement dated as of June 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral 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 Collateral 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 Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, the Collateral 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.

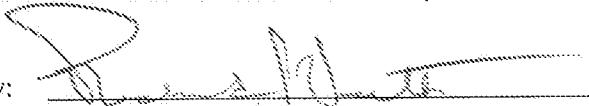
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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 Collateral 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.]

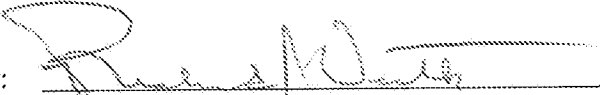
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CENGAGE LEARNING HOLDCO, INC.**

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

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.**

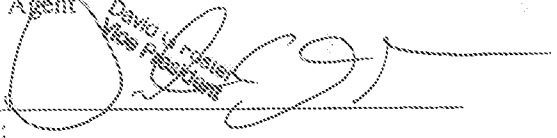
By:   
Name: Richard J. Veith  
Title: SVP, Treasurer

CITIBANK, N.A.,  
as Collateral Agent

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

Name:  
Title:

David L. Fries  
Vice President



[Signature Page to Trademark Security Agreement (Amended and Restated ABL Security Agreement)]



**Schedule I**  
**Trademark Registrations and Applications**

Between January 1, 2017 and March 31, 2017

MARK	COUNTRY	App Number	Reg Number	Owner
<b>ACQUIRED REGISTRATIONS</b>				
SIGNATURE COURSEPACK	USA		4633177	Cengage Learning, Inc. <sup>1</sup>
CHEMPAD	USA		3696729	Cengage Learning, Inc. <sup>1</sup>
PHYSPAD	USA		3857376	Cengage Learning, Inc. <sup>1</sup>
CALCPAD	USA		3755483	Cengage Learning, Inc. <sup>1</sup>
PERSONAL STUDY PLAN	USA		5030531	Cengage Learning, Inc. <sup>1</sup>
PLACEU	USA		5147870	Cengage Learning, Inc. <sup>1</sup>
WEBASSIGN	USA		3992346	Cengage Learning, Inc. <sup>1</sup>
PENCILPAD	USA		3567584	Cengage Learning, Inc. <sup>1</sup>

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<sup>1</sup> By merger of Advanced Instructional Systems, Inc. into Cengage Learning, Inc.