

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cengage Learning, Inc.		05/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	7033 Louis Stephens Drive		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4633177	SIGNATURE COURSEPACK	
Registration Number:	3696729	CHEMPAD	
Registration Number:	3857376	PHYSPAD	
Registration Number:	3755483	CALCPAD	
Registration Number:	5030531	PERSONAL STUDY PLAN	
Registration Number:	5147870	PLACEU	
Registration Number:	3992346	WEBASSIGN	
Registration Number:	3567584	PENCILPAD	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$215.00 4633177

DATE SIGNED:

05/31/2017

Total Attachments: 7

source=Cengage March 2017 Security Agreement Term Loan 5-19-17 (TRADEMARKS)#page1.tif

source=Cengage March 2017 Security Agreement Term Loan 5-19-17 (TRADEMARKS)#page2.tif

source=Cengage March 2017 Security Agreement Term Loan 5-19-17 (TRADEMARKS)#page3.tif

source=Cengage March 2017 Security Agreement Term Loan 5-19-17 (TRADEMARKS)#page4.tif

source=Cengage March 2017 Security Agreement Term Loan 5-19-17 (TRADEMARKS)#page5.tif

source=Cengage March 2017 Security Agreement Term Loan 5-19-17 (TRADEMARKS)#page6.tif

source=Cengage March 2017 Security Agreement Term Loan 5-19-17 (TRADEMARKS)#page7.tif

**TRADEMARK SECURITY AGREEMENT (SHORT FORM)
(AMENDED AND RESTATED TERM LOAN SECURITY AGREEMENT)**

This Trademark Security Agreement (this "*Trademark Security Agreement*"), dated as of May 18, 2017, 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 collateral agent (in such capacity, the "*Collateral Agent*") pursuant to that certain Amended and Restated First Lien 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 Term Loan 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.]

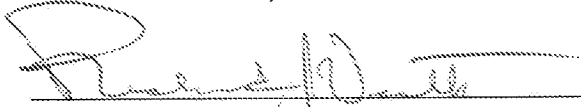
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENGAGE LEARNING HOLDCO, INC.

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

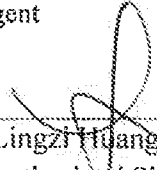
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENGAGE LEARNING, INC.


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

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: _____


Name: Lingzi Huang
Title: Authorized Signatory

By: _____


Name: Nicholas Goss
Title: Authorized Signatory

Schedule I
Trademark Registrations and Applications

Between January 1, 2017 and March 31, 2017

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

¹ By merger of Advanced Instructional Systems, Inc. into Cengage Learning, Inc.