

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cengage Learning Holdco, Inc.		08/02/2017	Corporation: DELAWARE
Cengage Learning, Inc.		08/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street, 1st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3848323	PAL	
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/		
DATE SIGNED:	08/30/2017		
Total Attachments: 7			
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**TRADEMARK SECURITY AGREEMENT (SHORT FORM)
(AMENDED AND RESTATED ABL SECURITY AGREEMENT)**

This Trademark Security Agreement (this “*Trademark Security Agreement*”), dated as of August 2, 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.

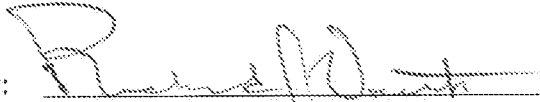
By: 

Name: Richard J. Veith

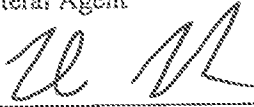
Title: SVP, Treasurer

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: Thomas M. Halsch
Title: Vice President

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

TRADEMARK
REEL: 006142 FRAME: 0477

Schedule I
Trademark Registrations and Applications

Between April 1, 2017 and June 30, 2017

The following Trademark was cancelled in the ordinary course of business:

MARK	COUNTRY	App Number	Reg Number	Owner
PAL	USA		3848323	Cengage Learning, Inc.

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):

- 1. Cengage Learning Holdco, Inc.
- 2. Cengage Learning, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 2, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

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 _____

B. Trademark Registration No.(s) _____

3848323

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:

1

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

August 30, 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