

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809111

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900768669

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CENGAGE LEARNING HOLDCO, INC.		02/09/2023	Corporation: DELAWARE
CENGAGE LEARNING, INC.		02/09/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch
<b>Street Address:</b>	Eleven Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	97715493	CHILTONLIBRARY

## CORRESPONDENCE DATA

**Fax Number:** 8009144240  
**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.**  
**Phone:** 800-713-0755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Sophie Bolt
<b>SIGNATURE:</b>	/Sophie Bolt/
<b>DATE SIGNED:</b>	05/09/2023

## Total Attachments: 6

source=Cengage - Term Loan - Short Form Trademark Security Agreement for Q3 FY23 (Cover Sheet)#page2.tif  
source=Cengage - Term Loan - Short Form Trademark Security Agreement for Q3 FY23 (Cover Sheet)#page3.tif

source=Cengage - Term Loan - Short Form Trademark Security Agreement for Q3 FY23 (Cover Sheet)#page4.tif  
source=Cengage - Term Loan - Short Form Trademark Security Agreement for Q3 FY23 (Cover Sheet)#page5.tif  
source=Cengage - Term Loan - Short Form Trademark Security Agreement for Q3 FY23 (Cover Sheet)#page6.tif  
source=Cengage - Term Loan - Short Form Trademark Security Agreement for Q3 FY23 (Cover Sheet)#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 February 9, 2023 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.**

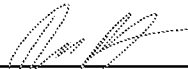
By: Richard J Veith  
Name: Richard J Veith  
Title: SVP, Treasurer


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

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**  
as Collateral Agent

By:   
\_\_\_\_\_  
Name: D. Andrew Maletta  
Title: Authorized Signatory

By:   
\_\_\_\_\_  
Name: Nawshaer Safi  
Title: Authorized Signatory

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

The following Trademark application was filed since Grantors' last notice to the Collateral Agent of additional Article 9 Collateral on November 10, 2022:

<b>UNITED STATES</b>			
<b>MARK</b>	<b>App No.</b>	<b>Reg No.</b>	<b>App Date/Reg Date</b>
CHILTONLIBRARY	97/715,493		12/13/22