

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI114332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cengage Learning, Inc.		03/22/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Serial Number:	98300060		
Serial Number:	98075400	CIMA	
Serial Number:	98030020	GALE ONEFILE	
Registration Number:	3503601	ACCESS MY LIBRARY	
Registration Number:	2952341	ALPHACHANT	
Registration Number:	3043253	APLIA	
Registration Number:	2948257	ATOMIC DOG PUBLISHING	
Registration Number:	3386242	BROOKS/COLE	
Registration Number:	3755483	CALCPAD	
Registration Number:	3603349	CENGAGE	
Registration Number:	6840442	CENGAGE INFUSE	
Registration Number:	3603376	CENGAGE LEARNING	
Registration Number:	3790579		
Registration Number:	6322524	CENGAGE UNLIMITED	
Registration Number:	913702	CENTURY 21	
Registration Number:	3696729	CHEMPAD	
Registration Number:	2559631	CHILTON	
Registration Number:	2585983	CHILTON	
Registration Number:	7254976	CHILTONLIBRARY	

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Property Type	Number	Word Mark
Registration Number:	2619957	CITIES OF THE UNITED STATES
Registration Number:	2866157	COGLAB
Registration Number:	1299481	CONTEMPORARY AUTHORS
Registration Number:	3653038	CORNERSTONES
Registration Number:	2474615	COURSEPREP
Registration Number:	1619802	DICTIONARY OF LITERARY BIOGRAPHY
Registration Number:	2757302	ED2GO
Registration Number:	5181805	ELTEACH
Registration Number:	1296041	ENCYCLOPEDIA OF ASSOCIATIONS
Registration Number:	1333193	GALE
Registration Number:	4218714	GALE BUSINESS INSIGHTS
Registration Number:	2951902	GALE GROUP
Registration Number:	3042215	GALE VIRTUAL REFERENCE LIBRARY
Registration Number:	2991177	GRAMMAR IN CONTEXT
Registration Number:	2397640	GREENHAVEN PRESS
Registration Number:	2124518	ILLUSTRATED PROJECTS
Registration Number:	2884582	ILRN
Registration Number:	2333910	INFORME
Registration Number:	1557680	INFOTRAC
Registration Number:	3873842	INSIDE THE U.S.A.
Registration Number:	2941341	KIDHAVEN PRESS
Registration Number:	5958590	KIDS INFOBITS
Registration Number:	3645987	MILADY
Registration Number:	3645984	MILADY
Registration Number:	7220151	MILADY
Registration Number:	4545094	MINDTAP
Registration Number:	1616686	NINETEENTH-CENTURY LITERATURE CRITICISM
Registration Number:	1304988	OPPOSING VIEWPOINTS
Registration Number:	3567584	PENCILPAD
Registration Number:	5030531	PERSONAL STUDY PLAN
Registration Number:	3857376	PHYSPAD
Registration Number:	5147870	PLACEU
Registration Number:	1798332	PROMT
Registration Number:	3015903	PROTEUS
Registration Number:	2802419	QUESTIA
Registration Number:	3038647	QUESTIA
Registration Number:	2802420	QUESTIA
Registration Number:	4172112	REACH INTO PHONICS

Property Type	Number	Word Mark
Registration Number:	2949173	SAM CHALLENGE
Registration Number:	1732971	SHELLY CASHMAN SERIES
Registration Number:	4633177	SIGNATURE COURSEPACK
Registration Number:	3641797	SIGNATURE LABS
Registration Number:	2331169	SNIFFY THE VIRTUAL RAT
Registration Number:	1582529	SOMETHING ABOUT THE AUTHOR
Registration Number:	3493849	SOUTH-WESTERN
Registration Number:	1616724	ST. JAMES PRESS
Registration Number:	4641921	STUDIO LUMA
Registration Number:	2974794	STUDYWARE
Registration Number:	1613379	THE ENCYCLOPEDIA OF AMERICAN RELIGIONS
Registration Number:	1725504	THORNDIKE PRESS
Registration Number:	1617577	TWENTIETH-CENTURY LITERARY CRITICISM
Registration Number:	2913503	TYPING TIME
Registration Number:	3221877	UXL
Registration Number:	1241661	VIDEO SOURCE BOOK
Registration Number:	3992346	WEBASSIGN
Registration Number:	3196131	WHERE SMART ENTHUSIASTS CLICK FOR SERVICE INFORMATION

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061200
Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru
Address Line 1: Latham & Watkins LLP
Address Line 2: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049270-0300
NAME OF SUBMITTER:	Angela Amaru
SIGNATURE:	Angela Amaru
DATE SIGNED:	03/22/2024

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of March 22, 2024, by CENGAGE LEARNING, INC., a Delaware corporation (the “Grantor”), is made in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of March 22, 2024 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, CENGAGE LEARNING HOLDCO, INC., a Delaware corporation, the Collateral Agent and the lenders and issuing banks from time to time party thereto.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of March 22, 2024 (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 Grantor is 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 Grantor hereby agrees 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. The 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 the Grantor’s right, title and interest in, to and under all Trademarks owned by the Grantor, including those listed on Schedule I attached hereto, including all of the Grantor’s right (i) to sue for past, present and future infringement, dilution and other violations thereof, (ii) in all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto, and (iii) any other rights, priorities and privileges pertaining thereto, but excluding, in all cases, 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 Grantor hereby acknowledges and affirms 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.

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 the

Grantor, execute, acknowledge, and deliver to the Grantor 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

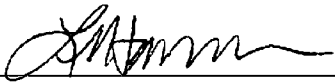
CENGAGE LEARNING, INC.

By: Bob Munro

Name: Robert Munro

Title: Executive Vice President and
Chief Financial Officer

**MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent**

By: 
Name: Lisa Hanson
Title: Authorized Signatory

[Trademark Security Agreement]

**TRADEMARK
REEL: 008381 FRAME: 0489**

Schedule I
Trademark Registrations and Applications

Registrations:

Owner	Mark	Registration No.	Registration Date	Country
Cengage Learning, Inc.	ACCESS MY LIBRARY	3,503,601	Sep-23-2008	United States
Cengage Learning, Inc.	APLHACHANT (stylized)	2,952,341	May-17-2005	United States
Cengage Learning, Inc.	APLIA + Design	3,043,253	Jan-17-2006	United States
Cengage Learning, Inc.	ATOMIC DOG PUBLISHING	2,948,257	May-10-2005	United States
Cengage Learning, Inc.	BROOKS/COLE	3,386,242	Feb-19-2008	United States
Cengage Learning, Inc.	CALCPAD	3,755,483	Mar-02-2010	United States
Cengage Learning, Inc.	Cengage	3,603,349	Apr-07-2009	United States
Cengage Learning, Inc.	CENGAGE INFUSE	6,840,442	Sep-06-2022	United States
Cengage Learning, Inc.	CENGAGE LEARNING	3,603,376	Apr-07-2009	United States
Cengage Learning, Inc.	CENGAGE Logo	3,790,579	May-18-2010	United States
Cengage Learning, Inc.	CENGAGE UNLIMITED	6,322,524	Apr-13-2021	United States
Cengage Learning, Inc.	CENTURY 21	0,913,702	Jun-08-1971	United States
Cengage Learning, Inc.	CHEMPAD	3,696,729	Oct-13-2009	United States
Cengage Learning, Inc.	CHILTON	2,559,631	Apr-09-2002	United States
Cengage Learning, Inc.	CHILTON	2,585,983	Jun-25-2002	United States
Cengage Learning, Inc.	CHILTONLIBRARY	7,254,976	Dec-26-2023	United States
Cengage Learning, Inc.	CITIES OF THE UNITED STATES	2,619,957	Sep-17-2002	United States
Cengage Learning, Inc.	COGLAB	2,866,157	Jul-27-2004	United States
Cengage Learning, Inc.	CONTEMPORARY AUTHORS	1,299,481	Oct-09-1984	United States
Cengage Learning, Inc.	CORNERSTONES	3,653,038	Jul-14-2009	United States
Cengage Learning, Inc.	COURSEPREP	2,474,615	Jul-31-2001	United States
Cengage Learning, Inc.	DICTIONARY OF LITERARY BIOGRAPHY	1,619,802	Oct-30-1990	United States
Cengage Learning, Inc.	ED2GO	2,757,302	Aug-26-2003	United States
Cengage Learning, Inc.	ELTEACH	5,181,805	Apr-11-2017	United States

Owner	Mark	Registration No.	Registration Date	Country
Cengage Learning, Inc.	ENCYCLOPEDIA OF ASSOCIATIONS	1,296,041	Sep-18-1984	United States
Cengage Learning, Inc.	GALE	1,333,193	Apr-30-1985	United States
Cengage Learning, Inc.	GALE BUSINESS INSIGHTS	4,218,714	Oct-02-2012	United States
Cengage Learning, Inc.	GALE GROUP	2,951,902	May-17-2005	United States
Cengage Learning, Inc.	GALE VIRTUAL REFERENCE LIBRARY	3,042,215	Jan-10-2006	United States
Cengage Learning, Inc.	GRAMMAR IN CONTEXT	2,991,177	Sep-06-2005	United States
Cengage Learning, Inc.	GREENHAVEN PRESS	2,397,640	Oct-24-2000	United States
Cengage Learning, Inc.	ILLUSTRATED PROJECTS	2,124,518	Dec-23-1997	United States
Cengage Learning, Inc.	ILLRN	2,884,582	Sep-14-2004	United States
Cengage Learning, Inc.	INFORME	2,333,910	Mar-21-2000	United States
Cengage Learning, Inc.	INFOTRAC	1,557,680	Sep-26-1989	United States
Cengage Learning, Inc.	INSIDE THE U.S.A.	3,873,842	Nov-09-2010	United States
Cengage Learning, Inc.	KIDHAVEN PRESS	2,941,341	Apr-19-2005	United States
Cengage Learning, Inc.	KIDS INFOBITS	5,958,590	Jan-14-2020	United States
Cengage Learning, Inc.	MILADY	3,645,987	Jun-30-2009	United States
Cengage Learning, Inc.	MILADY Design	3,645,984	Jun-30-2009	United States
Cengage Learning, Inc.	MILADY Design	7,220,151	Nov-14-2023	United States
Cengage Learning, Inc.	MINDTAP	4,545,094	Jun-03-2014	United States
Cengage Learning, Inc.	NINETEENTH-CENTURY LITERATURE CRITICISM	1,616,686	Oct-09-1990	United States
Cengage Learning, Inc.	OPPOSING VIEWPOINTS	1,304,988	Nov-13-1984	United States
Cengage Learning, Inc.	PENCILPAD	3,567,584	Jan-27-2009	United States
Cengage Learning, Inc.	PERSONAL STUDY PLAN	5,030,531	Aug-30-2016	United States
Cengage Learning, Inc.	PHYSPAD	3,857,376	Oct-05-2010	United States
Cengage Learning, Inc.	PLACEU	5,147,870	Feb-21-2017	United States
Cengage Learning, Inc.	PROMT	1,798,332	Oct-12-1993	United States
Cengage Learning, Inc.	PROTEUS	3,015,903	Nov-15-2005	United States
Cengage Learning, Inc.	QUESTIA	2,802,419	Jan-06-2004	United States
Cengage Learning, Inc.	QUESTIA	3,038,647	Jan-10-2006	United States
Cengage Learning, Inc.	QUESTIA + Design	2,802,420	Jan 6-2004	United States

Owner	Mark	Registration No.	Registration Date	Country
Cengage Learning, Inc.	REACH INTO PHONICS	4,172,112	Jul-10-2012	United States
Cengage Learning, Inc.	SAM CHALLENGE	2,949,173	May-10-2005	United States
Cengage Learning, Inc.	SHELLY CASHMAN SERIES	1,732,971	Nov-17-1992	United States
Cengage Learning, Inc.	SIGNATURE COURSEPACK	4,633,177	Nov-04-2014	United States
Cengage Learning, Inc.	Signature Labs	3,641,797	Jun-23-2009	United States
Cengage Learning, Inc.	SNIFFY THE VIRTUAL RAT	2,331,169	Mar-21-2000	United States
Cengage Learning, Inc.	SOMETHING ABOUT THE AUTHOR	1,582,529	Feb-13-1990	United States
Cengage Learning, Inc.	SOUTH-WESTERN	3,493,849	Aug-26-2008	United States
Cengage Learning, Inc.	ST. JAMES PRESS	1,616,724	Oct-09-1990	United States
Cengage Learning, Inc.	STUDIO LUMA	4,641,921	Nov-18-2014	United States
Cengage Learning, Inc.	STUDYWARE	2,974,794	Jul-19-2005	United States
Cengage Learning, Inc.	THE ENCYCLOPEDIA OF AMERICAN RELIGIONS	1,613,379	Sep-11-1990	United States
Cengage Learning, Inc.	THORNDIKE PRESS	1,725,504	Oct-20-1992	United States
Cengage Learning, Inc.	TWENTIETH-CENTURY LITERARY CRITICISM	1,617,577	Oct-16-1990	United States
Cengage Learning, Inc.	TYPING TIME	2,913,503	Dec-21-2004	United States
Cengage Learning, Inc.	UXL	3,221,877	Mar-27-2007	United States
Cengage Learning, Inc.	VIDEO SOURCE BOOK	1,241,661	Jun-07-1983	United States
Cengage Learning, Inc.	WEBASSIGN	3,992,346	Jul-12-2011	United States
Cengage Learning, Inc.	WHERE SMART ENTHUSIASTS CLICK FOR SERVICE INFORMATION	3,196,131	Jan-09-2007	United States

Applications:

Owner	Mark	Application No.	Application Date	Country
Cengage Learning, Inc.	Butterfly Logo	98/300,060	Dec-05-2023	United States
Cengage Learning, Inc.	CENGAGE READ	97/629,288 Intent to Use	Oct-12-2022	United States
Cengage Learning, Inc.	CIMA	98/075,400	Jul-07-2023	United States
Cengage Learning, Inc.	GALE ONEFILE	98/030,020	Jun-06-2023	United States

Cengage Learning, Inc.	READYTOHIRE POWERED BY CENGAGE GROUP	98/231,004 Intent to Use	Oct-19-2023	United States
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