

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY AGREEMENT														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Cengage Learning Acquisitions, Inc.</td> <td>03/23/2012</td> </tr> <tr> <td>Cengage Learning Holdings II L.P.</td> <td>03/23/2012</td> </tr> <tr> <td>Cengage Learning Holdco, Inc.</td> <td>03/23/2012</td> </tr> <tr> <td>Gale Holdings I, Inc.</td> <td>03/23/2012</td> </tr> <tr> <td>Cengage Learning Inc.</td> <td>03/23/2012</td> </tr> <tr> <td>The Gale Group, Inc.</td> <td>03/23/2012</td> </tr> </tbody> </table>		Name	Execution Date	Cengage Learning Acquisitions, Inc.	03/23/2012	Cengage Learning Holdings II L.P.	03/23/2012	Cengage Learning Holdco, Inc.	03/23/2012	Gale Holdings I, Inc.	03/23/2012	Cengage Learning Inc.	03/23/2012	The Gale Group, Inc.	03/23/2012
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The Gale Group, Inc.	03/23/2012														
RECEIVING PARTY DATA															
Name:	The Royal Bank of Scotland PLC, as Collateral Agent														
Street Address:	101 Park Avenue														
City:	New York														
State/Country:	NEW YORK														
Postal Code:	10017														
PROPERTY NUMBERS Total: 5															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11453553</td> </tr> <tr> <td>Application Number:</td> <td>11194109</td> </tr> <tr> <td>Patent Number:</td> <td>5224611</td> </tr> <tr> <td>Patent Number:</td> <td>D400949</td> </tr> <tr> <td>Application Number:</td> <td>61448258</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11453553	Application Number:	11194109	Patent Number:	5224611	Patent Number:	D400949	Application Number:	61448258		
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CORRESPONDENCE DATA															
Fax Number:	(212)455-2502														
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Email:	ksolomon@stblaw.com														
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>															
Correspondent Name:	Mindy M. Lok, Esq.														

CH \$200.00 11453553

Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 092857/0011

NAME OF SUBMITTER: Mindy M. Lok

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 23, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of THE ROYAL BANK OF SCOTLAND PLC., as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, Cengage Learning Acquisitions, Inc. (formerly known as TL Acquisitions, Inc.) (the "**Borrower**"), Cengage Learning Holdings II L.P. (formerly known as TL Holdings II L.P.) ("**Parent**"), Cengage Learning Holdco, Inc. (formerly known as TL US Holdco, Inc.) ("**Holdings**"), each Lender from time to time party thereto, The Royal Bank of Scotland plc., as Administrative Agent, Collateral Agent and Swing Line Lender and each other party thereto have entered into the Credit Agreement dated as of July 5, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Borrower, Parent, Holdings and the other Grantors have entered into the Intellectual Property Security Agreement dated July 5, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

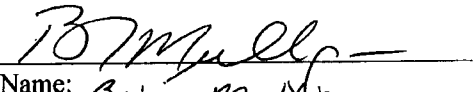
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not

in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CENGAGE LEARNING ACQUISITIONS,
INC., as Borrower

By: 
Name: *Brian Mulligan*
Title: *SVP Treasurer and Tax*

[Short Form IP Security Agreement]

PATENT
REEL: 028017 FRAME: 0061

CENGAGE LEARNING HOLDINGS II L.P.,
as Parent

By: Brian Mulligan
Name: Brian Mulligan
Title: SUP Treasurer and Tax

[Short Form IP Security Agreement]

PATENT
REEL: 028017 FRAME: 0062

CENGAGE LEARNING HOLDCO, INC.,
as Holdings

By: B Mulligan
Name: Brian Mulligan
Title: SUP Treasurer and Tax

[Short Form IP Security Agreement]

PATENT
REEL: 028017 FRAME: 0063

GALE HOLDINGS I, INC.,
as Grantor

By: Brian Mulligan
Name: Brian Mulligan
Title: SVP Treasurer and Tax

[Short Form IP Security Agreement]

PATENT
REEL: 028017 FRAME: 0064

CENGAGE LEARNING INC.,
as Grantor

By: *B. Mulligan*
Name: *Brian Mulligan*
Title: *SVP Treasurer and Tax*

[Short Form IP Security Agreement]

PATENT
REEL: 028017 FRAME: 0065

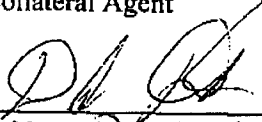
THE GALE GROUP, INC.,
as Grantor

By: Brian Mulligan
Name: Brian Mulligan
Title: SVP Treasury and Tax

[Short Form IP Security Agreement]

PATENT
REEL: 028017 FRAME: 0066

THE ROYAL BANK OF SCOTLAND PLC
as Collateral Agent

By: 
Name: Deborah DeSantis
Title: Managing Director

SCHEDULE A

United States Patents and Patent Applications

Owner	Patent Title	App. No. Filing Date	Patent No. Issuance Date
Thomson Learning Inc.	System, Method, and Software for Online Courses	11/453,553 06/14/2005	
Thomson Learning Inc.	Online Testing, Tutorial, and Course Management Systems, Methods and Software	11/194,109 07/29/2005	
Gale Group, Inc.	System for storing and displaying merchandise	07/822,965 01/16/1992	5,224,611 07/06/1993
Gale Group, Inc.	Portable shade structure	29/022,706 05/11/1994	D400,949 11/10/1998
Cengage Learning, Inc.	Learning Content Delivery Platform	Provisional Application 61448258 03/02/2011	

SCHEDULE B

United States Trademarks and Trademark Applications

Trademark	App. No.	Reg. No.	Owner
ACCESS MY LIBRARY	77142586	3503601	The Gale Group, Inc.
APLIA & Design	76534632	3043253	Cengage Learning, Inc.
BioExperience	77539725		Cengage Learning, Inc.
Cengage	77224617	3603349	Cengage Learning, Inc.
CENGAGE LEARNING	77236210	3603376	Cengage Learning, Inc.
Cengage Learning's Write Experience	77762143		Cengage Learning, Inc.
Design (CENGAGE Logo)	77237671	3790579	Cengage Learning, Inc.
CENGAGE TEACH BUSINESS	77462187	3729269	Cengage Learning, Inc.
CengageNOW	77279756	3740436	Cengage Learning, Inc.
Course360	77766417		Cengage Learning, Inc.
	77180469	3653038	
CORNERSTONES			Thomson Learning Inc.
CourseNotes + Design	77856240	3855177	Cengage Learning, Inc.
ELTEACH	85448075		Cengage Learning, Inc.
GALE BUSINESS INSIGHTS	85260591		The Gale Group, Inc.
Gale NewsVault	85255495		The Gale Group, Inc.
HybridText	77291293	3767984	Cengage Learning, Inc.
ICHAPTERS.COM	77256905	3510831	Cengage Learning, Inc.
Information Destination	77415253	3772275	Cengage Learning, Inc.
MILADY	77490914	3645987	Cengage Learning, Inc.
MILADY & Design	77490721	3645984	Cengage Learning, Inc.

MINDLINKS	85539231		Cengage Learning, Inc.
MINDTAP	85225668		Cengage Learning, Inc.
PAL	77526972	3848323	Cengage Learning, Inc.
SAM 2003 PROGRADER	78949482	3244992	Thomson Learning Inc.
Signature Labs	77317753	3641797	Cengage Learning, Inc.
The Green Destination Logo	77736194		Cengage Learning, Inc.
THE GREEN DESTINATION	77702178		Cengage Learning, Inc.
THE GREEN DESTINATION: ESSENTIAL INFORMATION FOR GREEN BUILDING	77980669		Cengage Learning, Inc.
THE GREEN DESTINATION: ESSENTIAL INFORMATION FOR GREEN BUILDING	77702179		Cengage Learning, Inc.
The Trusted Source for Powerful Knowledge	77734860	3938456	Cengage Learning, Inc.
TOP STORIES _____ : BEHIND THE HEADLINES	85228137		Cengage Learning, Inc.
TRUEOUTCOMES	77252199	3394746	Cengage Learning, Inc.
WISETO	77142538	3503600	The Gale Group, Inc.

SCHEDULE C

United States Copyright Registrations

See attached.

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