

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5891340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MCGRAW HILL LLC	01/01/2020

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	7606421
Patent Number:	7573616
Patent Number:	7316347
Patent Number:	7354272
Patent Number:	8276077
Patent Number:	7911660
Patent Number:	7417774
Patent Number:	7056124
Patent Number:	7149468
Patent Number:	7865131
Patent Number:	6577846
Patent Number:	6999954
Patent Number:	7200581
Patent Number:	7980855
Patent Number:	7493077
Patent Number:	8128414
Patent Number:	9019570
Patent Number:	9792828
Patent Number:	8526766
Application Number:	15856184

PATENT

Property Type	Number
Application Number:	15856192
Application Number:	15888797

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 202.370.4750

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ATTORNEY DOCKET NUMBER:	1170786
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	01/02/2020

Total Attachments: 6

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Patent Security Agreement

PATENT SECURITY AGREEMENT, dated as of January 1, 2020 (this “Agreement”), made by MCGRAW HILL LLC, a Delaware limited liability company (the “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of May 4, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among McGraw-Hill Global Education Holdings, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

All Patents of the United States of America of such Pledgor, including those listed on Schedule I.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an

executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

MCGRAW HILL LLC

By: 

Name: David Kraut

Title: Senior Vice President and Treasurer

[Signature Page to Patent Security Agreement (First Lien)]

PATENT
REEL: 051402 FRAME: 0286

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

By: _____
Name: _____
Title: _____
Lingzi Huang
Authorized Signatory

By: _____
Name: _____
Title: _____
Andrew Griffin
Authorized Signatory

[Signature Page to Patent Security Agreement (First Lien)]

Schedule I
to Patent Security Agreement

Patents Owned by McGraw Hill LLC

U.S. Patent Registrations

Title	Patent No.	Issue Date
Data extraction from temporal image data	7606421	20-OCT-2009
Enhanced data capture from imaged documents	7573616	11-AUG-2009
Linking articles to content via RFID	7316347	08-JAN-2008
Manipulative tile as learning tool	7354272	08-APR-2008
Method and apparatus for automatic annotation of recorded presentations	8276077	25-SEP-2012
Method and apparatus for data capture from imaged documents	7911660	22-MAR-2011
Method and apparatus for selective processing of captured images	7417774	26-AUG-2008
Method and system for creating, administering and automating scoring of dimensional modeling constructed response items	7056124	06-JUN-2006
Methods for improving certainty of test-taker performance determinations for assessments with open-ended items	7149468	12-DEC-2006
Methods for improving certainty of test-taker performance determinations for assessments with open-ended items	7865131	04-JAN-2011
Methods for range finding of open-ended assessments	6577846	10-JUN-2003
Modular instruction using cognitive constructs	6999954	14-FEB-2006
Modular instruction using cognitive constructs	7200581	03-APR-2007
Student reporting systems and methods	7980855	19-JUL-2011
System and method for processing test reports	7493077	17-FEB-2009
System and method for the development of instructional and testing materials	8128414	06-MAR-2012
Systems and methods for computationally distinguishing handwritten pencil marks from preprinted marks in a scanned document	9019570	28-APR-2015
Use of a resource allocation engine in processing student responses to assessment items	9792828	17-OCT-2017
Use of composite bitmapped images in conjunction with display of captured data	8526766	03-SEP-2013

U.S. Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Multi-service transaction management system	15856184	28-DEC-2017
Negative learning behavior alert system	15856192	28-DEC-2017
Web-based content recording and adaptive streaming	15888797	05-FEB-2018