

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7407967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM LOAN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CENGAGE LEARNING HOLDCO, INC.	06/16/2022
CENGAGE LEARNING, INC.	06/16/2022
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	7033 LOUIS STEPHENS DRIVE
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27709
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16867912
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/29/2022
Total Attachments: 7	
source=Cengage - Term Loan - Patent Security Agreement (Q4 FY22 - Executed)#page1.tif	
source=Cengage - Term Loan - Patent Security Agreement (Q4 FY22 - Executed)#page2.tif	
source=Cengage - Term Loan - Patent Security Agreement (Q4 FY22 - Executed)#page3.tif	
source=Cengage - Term Loan - Patent Security Agreement (Q4 FY22 - Executed)#page4.tif	
source=Cengage - Term Loan - Patent Security Agreement (Q4 FY22 - Executed)#page5.tif	

source=Cengage - Term Loan - Patent Security Agreement (Q4 FY22 - Executed)#page6.tif

source=Cengage - Term Loan - Patent Security Agreement (Q4 FY22 - Executed)#page7.tif

**PATENT SECURITY AGREEMENT (SHORT FORM)
(AMENDED AND RESTATED TERM LOAN SECURITY AGREEMENT)**

This Patent Security Agreement (this “*Patent Security Agreement*”), dated as of June 16, 2022, 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 Patent 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 Patent 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 Patents 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 Patent Security Agreement is granted in conjunction with, and confirms 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 Patents 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 Patent 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 Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Term Loan Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Patent 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 Patent 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENGAGE LEARNING HOLDCO, INC.

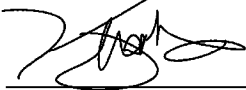
By: Richard J. Veith
Name: Richard J. Veith
Title: SVP, Treasurer

IN WITNESS WHEREOF, Grantors have caused this Patent 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: Komal Shah
Title: Authorized Signatory

By: 

Name: Nawshaer Safi
Title: Authorized Signatory

Schedule I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date.
Cengage Learning, Inc.	Systems and methods for producing incremental revised content	16/867,912 May 6, 2020	11,314,702 April 26, 2022