

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cengage Learning, Inc.		03/31/2009	CORPORATION: DELAWARE
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:	10178		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2997503	PAL PUBLICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	959838-1		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		
Date:	04/15/2009		

CH \$40.00 2997503

Total Attachments: 7

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**SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the ("IP Security Agreement") dated March 31, 2009 is made by the Person listed on the signature page hereof (the "Grantor") 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 Grantor has 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 Grantor, and has 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The 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 registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in **Schedule A** hereto provided that, any applications filed on the basis of any Grantor's "intent to use" such trademarks will not be deemed to be Collateral but only to the extent that a grant of the security interest therein will result in the invalidity thereof unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral); and

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

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the 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 the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the 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 Grantor 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. The Grantor authorizes and requests that the Register of Copyrights 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. The 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by their respective officers, thereunto duly authorized as of the date first above written.

CENGAGE LEARNING, INC.

As Grantor

By: Brian Mulligan

Name: Brian Mulligan

Title: Senior Vice President, Treasurer & Tax

THE ROYAL BANK OF SCOTLAND PLC

As Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by their respective officers, thereunto duly authorized as of the date first above written.

CENGAGE LEARNING, INC.

As Grantor

By: _____

Name: Brian Mulligan

Title: Senior Vice President, Treasurer & Tax

THE ROYAL BANK OF SCOTLAND PLC

As Collateral Agent

By:  _____

Name: Deborah DeSantis

Title: Director

Schedule A

U.S. Trademark Registration

Registered Owner/Grantor	Trademark	Registration Number	Registration Date
Cengage Learning Inc.	PAL PUBLICATIONS	2997503	9/20/2005

Schedule B

U.S. Copyright Registration

Registerd Owner/ Grantor	Author	Book Title	Registration Number	Registration Date
Cengage Learning, Inc.	P. Rosenberg	Electrical pal, first edition	TX 4-366-880	9/11/1996
Cengage Learning, Inc.	P. Rosenberg	HVAC pal	TX 5-133-772	1/10/2000
Cengage Learning, Inc.	P. Rosenberg	Electrical pal, third edition	TX 5-216-304	6/19/2000
Cengage Learning, Inc.	P. Rosenberg	Electrical pal, fourth edition	TX 5-822-286	6/28/2002
Cengage Learning, Inc.	P. Rosenberg	Data communications pal.	TX 5-700-133	1/24/2003
Cengage Learning, Inc.	P. Rosenberg	Lighting and maintenance pal.	TX 5-950-338	2/17/2004
Cengage Learning, Inc.	P. Rosenberg	Wiring diagrams pal.	TX 5-974-678	4/12/2004
Cengage Learning, Inc.	P. Rosenberg	Construction pal	TX 5-962-337	4/12/2004
Cengage Learning, Inc.	P. Rosenberg	Electrical estimating pal	TX 5-979-304	4/12/2004
Cengage Learning, Inc.	Pal Publications Inc.	El companero del electricista	TX 6-018-624	7/20/2004
Cengage Learning, Inc.	N. Christopherson	HVAC technician certification exam guide	TX 6-095-760	11/17/2004
Cengage Learning, Inc.	P. Rosenberg	Electrical pal--2005 code	TX 6-090-695	12/15/2004
Cengage Learning, Inc.	P. Rosenberg	Electric motor pal	TX 6-150-005	3/21/2005
Cengage Learning, Inc.	P. Rosenberg	Plumbing pal	TX 6-212-458	6/29/2005
Cengage Learning, Inc.	H. Ray Holder	DeWalt electrical licensing exam guide	TX 6-259-457	11/8/2005
Cengage Learning, Inc.	P. Rosenberg	DeWalt security sound & video prof. ref	TX 6-306-847	12/20/2005
Cengage Learning, Inc.	P. Rosenberg	DeWalt blueprint reading professional reference	TX 6-441-161	6/15/2006
Cengage Learning, Inc.	P. Rosenberg	DeWalt residential remodeling & repair professional references	TX 6-517-323	11/02/2006
Cengage Learning, Inc.	P. Rosenberg	DeWalt Spanish/English construction dictionary (illustrated edition)	TX 6-599-226	11/02/2006
Cengage Learning, Inc.	P. Rosenberg	DeWalt HVAC/R professional reference, master edition	TX 6-493-855	12/26/2006
Cengage Learning, Inc.	P. Rosenberg	DeWalt construction safety/OSHA professional reference	TX 6-505-590	1/31/2007
Cengage Learning, Inc.	ACES	DeWalt plumbing licensing exam guide	TX 6-582-857	2/23/2007
Cengage Learning, Inc.	ACES	DeWalt building contractor's licensing exam guide	TX 6-584-954	3/19/2007
Cengage Learning, Inc.	Z. Ding	Plumbing estimating	TX 6-836-775	8/30/2007
Cengage Learning, Inc.	ACES	Electrical code reference. ACES	V3569D690	5/09/2008
Cengage Learning, Inc.	ACES	Plumbing code reference	TX 6-836-777	5/09/2008
Cengage Learning, Inc.	P. Rosenberg	Contractor's forms and letters / by P. Rosenberg	V3569D690	5/09/2008
Cengage Learning, Inc.	Z. Ding	HVAC estimating / by Z. Ding	V3569D690	5/09/2008

TRADEMARK

RECORDED: 04/15/2009

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