

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		11/30/2012	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Cengage Learning, Inc.
Street Address:	200 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3216645	NETAUTHOR
Registration Number:	3216646	NETREVIEW
Registration Number:	3243876	NETEXPRESS
Registration Number:	3246429	NETNOTES
Registration Number:	3246432	NETLEARNING
Registration Number:	3300332	NETMANAGER
Registration Number:	3363231	NETCOMPETENCY

CORRESPONDENCE DATA

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2129961287  
 Email: trademarks@montagulaw.com  
 Correspondent Name: Thomas Walsh  
 Address Line 1: 1120 Avenue of the Americas, 4th Fl

CH \$190.00 3216645

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CENGAGE (NETLEARNING)
NAME OF SUBMITTER:	Thomas Walsh
Signature:	/ThomasWalsh/
Date:	12/03/2012

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of November 30, 2012 from The Bank of New York Mellon, as Collateral Agent ("Agent") to Cengage Learning, Inc. (a "Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture, the IP Security Agreements and the Intercreditor Agreement (each as defined below).

WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of April 10, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") among Cengage Learning Acquisitions, Inc. ("Issuer"), each Guarantor (as defined in the Indenture) and The Bank of New York Mellon, in its capacity as trustee (the "Trustee") on behalf of the holders of the Notes (as hereinafter defined), the Issuer has duly authorized the issuance of 11.5% Senior Secured Notes Due 2020 (the "Notes");

WHEREAS, in connection with the Indenture, each Grantor has executed and delivered an Intellectual Property Security Agreement dated as of April 10, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), and IP Security Agreement Supplement dated as of May 7, 2012, each in favor of the Agent (collectively, the "IP Security Agreements");

WHEREAS, pursuant to the IP Security Agreements, security interests (the "Security Interest") were granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, Issuer, Holdings, Parent, and The Bank of New York Mellon, as Collateral Agent and Authorized Representative for the Initial Additional First-Lien Secured Parties, have entered into a First-Lien Intercreditor Agreement dated as of April 10, 2012 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the IP Security Agreements were or will be recorded in the United States Patent and Trademark Office; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

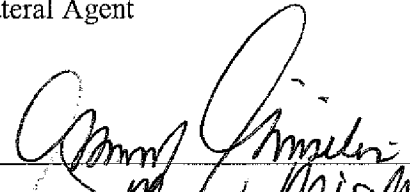
1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in the trademarks listed on Schedule A hereto.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges without recourse to or warranty by the Agent its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON, as  
Collateral Agent

By:   
Name: Mary Miselis  
Title: Chief President

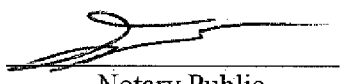
[Trademark Release – Notes]

TRADEMARK  
REEL: 004911 FRAME: 0434

STATE OF New York )  
COUNTY OF New York )

SS.:

On this 29<sup>th</sup> day of November, 2012, before me personally appeared Mary Miselir to me known who, being by me duly sworn, did depose and say that he/she is Vice President of The Bank of New York Mellon, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by The Bank of New York Mellon.



Notary Public

(Affix Seal Below)

**JOANN LABARBERA**  
Notary Public, State of New York  
No. 01LA5023752  
Qualified in New York County  
Commission Expires June 8, 2014

Schedule A

Trademark Registrations

<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
Cengage Learning, Inc.	3216645	06-Mar-2007	NETAUTHOR
Cengage Learning, Inc.	3363231	01-Jan-2008	NETCOMPETENCY
Cengage Learning, Inc.	3243876	22-May-2007	NETEXPRESS
Cengage Learning, Inc.	3246432	29-May-2007	NETLEARNING
Cengage Learning, Inc.	3300332	25-Sep-2007	NETMANAGER
Cengage Learning, Inc.	3246429	29-May-2007	NETNOTES
Cengage Learning, Inc.	3216646	06-Mar-2007	NETREVIEW