

**AGREEMENT**

This Agreement is entered into by and between Cengage Learning, Inc. and Cengage Learning Holdings II, Inc. (together, “Cengage”), on the one hand, and David Knox and Caroline Schacht (together, the “Authors”), on the other (Cengage and the Authors, collectively, the “Parties”), as of the date of the execution of this Agreement by all parties hereto (the “Effective Date”), and in accordance with the terms and conditions set forth below.

**RECITALS**

WHEREAS, the Authors are authors or co-authors of several textbooks and/or related works published by Cengage, including *Understanding Social Problems*, *Choices in Relationships*, *M&F*, and derivatives thereof included respectively (each such textbook, related work, or derivative, a “Work” and, together with any other Work created by either of the Authors for Cengage or its predecessors with respect to which Cengage has not previously reverted its rights to the Authors, the “Works”); and

WHEREAS, the rights and obligations of the Authors and Cengage with respect to the Works are set out in a number of publishing agreements, including (1) an agreement dated October 9, 1989, between the Authors and Cengage’s predecessor in interest, West Publishing; (2) an agreement dated January 25, 1994 among the Authors, Linda Mooney and West Publishing; (3) an agreement dated June 20, 1997 between the Authors and Cengage’s predecessor in interest, Wadsworth Publishing; and (4) an agreement between Knox and Cengage dated May 14, 2009 (each of the foregoing a “Publishing Agreement” and, together with any other agreement governing or applicable to the Works, the “Publishing Agreements”); and

WHEREAS, on May 14, 2018, the Authors filed an action in the Southern District of New York entitled *Knox, et al. v. Cengage Learning Holdings II, Inc., et al.*, No. 18 Civ. 4292, asserting claims arising in connection with the Publishing Agreements; and


WHEREAS, Cengage filed its Answer on or about July 27, 2018 which generally denied the allegations of the Complaint and affirmatively averred, *inter alia*, that the actions alleged as improper in the Complaint were in fact reasonable, necessary and appropriate and that Cengage believed they would be of substantial benefit to all concerned parties, including the Authors, other Cengage authors, Cengage itself and especially the students who utilize Cengage books and products; and

WHEREAS, the Parties desire to amicably terminate their relationship, such that (subject to the terms herein) the Authors buy out from Cengage its rights with respect to *Choices in Relationships* and Cengage buys out from the Authors their rights with respect to the Remaining Works; and

WHEREAS, all Parties wish to mutually release each other from any claims or further obligations they may have arising from their relationship to date;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each Party to this Agreement, and intending to be legally bound, the Parties agree as follows:

**1. Buyout Payment**

Within ten (10) business days of Cengage's receipt of a fully executed copy of this Agreement, Cengage shall wire to counsel for the Authors (according to such directions as the Authors' counsel shall provide) the amount of 

[REDACTED] which reflects the Parties' agreement as to the net amount due the Authors from the mutual buyouts and other consideration as described herein.

2. **Choices in Relationships**

A. The Publishing Agreement dated October 9, 1989, which governs *Choices in Relationships* (the "Choices Publishing Agreement") is terminated as of March 31, 2019. Except as otherwise herein expressly provided, all of Cengage's right, title, and interest in and to *Choices in Relationships* are assigned, effective March 31, 2019, to the Authors, and Cengage shall not be entitled to share in any of the proceeds thereafter from the Authors' future exploitation of such materials. With respect to any materials in the 12th edition of *Choices in Relationships* licensed from third parties, Cengage hereby transfers its licenses to the Authors, to the extent allowable; provided, however, that Cengage does not represent or warrant that it has the right to transfer such licenses or the extent of any such right. Cengage shall not be liable to Authors for any liability incurred by them arising out of their use of any such material, and the Authors shall indemnify Cengage for any costs of defense or any losses or damages that Cengage may incur arising out of the Authors' or their licensees' use of such material.

B. Immediately upon the Effective Date of this Agreement, the Authors may engage in discussions, negotiations and other preparations with other publishers with the intent of publishing *Choices in Relationships*, and enter into agreements to effectuate such discussions, negotiations or other preparations, provided that no such other publication (by the Authors or any third party) is allowed prior to March 31, 2019.

C. Cengage will continue to pay the Authors the royalties due for any sale of *Choices in Relationships* ("sale" meaning distribution by any means, including sale, license, subscription, and rental in any form) in the normal course. Cengage shall calculate these

royalties in a manner consistent with its current practices (including, with respect to Cengage Unlimited, the royalty allocation method previously publicly disclosed).

D. Notwithstanding the foregoing termination of the Choices Publishing Agreement:

i) the Authors grant to Cengage, through June 30, 2019, a nonexclusive license (a) to distribute and sell *Choices in Relationships*; (b) to fulfill any obligations Cengage may have with respect to *Choices in Relationships* under any contract or license; (c) to provide accessible copies for persons with disabilities as per standard Cengage practices; and (d) to support any electronic versions of *Choices in Relationships*. Cengage shall take all commercially reasonable efforts to ensure no further sales, by Cengage or any third party, after June 30, 2019. To the best of Cengage's knowledge and after reasonable inquiry, Cengage is not aware of any existing obligation to sell *Choices in Relationships* after June 30, 2019. To the extent that any sales takes place after June 30, 2019, Cengage shall pay royalties in accordance with Paragraph 2.C and will take immediate reasonable steps to ascertain the source of the sale and to end any further sales.

ii) The Authors' warranties, representations and indemnity obligations contained in the Choices Publishing Agreement shall survive termination.

### **3. Terminate and Re-Grant of Remaining Works**

A. With respect to all Works other than *Choices in Relationships* (the "Remaining Works"), the Authors, with full knowledge of, and in exercise of any rights of termination under Section 203 of the 1976 Copyright Act, intend hereby to terminate and regrant to Cengage on new and different terms set forth in this Agreement all rights to the Remaining Works.

B. The rights and obligations of the Authors and Cengage to and against each other under any Publishing Agreement covering the Remaining Works are hereby terminated and

shall hereafter be deemed null and void and have no further force or effect. The Parties agree that these Publishing Agreements are intended to include any agreements between the Authors and Cengage (or its predecessors in interest) applicable to the Remaining Works, including any such agreements not listed herein or that are subsequently identified by the Parties. Upon such termination as specified in the first sentence of this paragraph, the Authors' statutory termination rights associated with the grants of rights in the applicable Publishing Agreements shall be abrogated, and all rights granted by the Authors thereunder, including international rights, shall revert to the Authors. For the avoidance of doubt, any Publishing Agreement to which a person other than the Authors is also a party shall remain in full effect as between Cengage and such other person or persons.

C. Conditioned only upon the termination described in Paragraph 3.B., the Authors and Cengage agree, simultaneously with the execution of this Agreement, to enter into a New Publishing Agreement in the form attached hereto as Exhibit A. It is understood that, except as expressly provided herein, the New Publishing Agreement is intended to grant to Cengage all rights in the Remaining Works on new and different terms set forth in this Agreement.

D. Notwithstanding the termination in Paragraph 3.B, Cengage shall pay the Authors royalties due with respect to the Remaining Works in the normal course of business on sales ("sale" meaning distribution by any means, including sale, license, subscription, and rental in any form) made through September 30, 2018. Cengage shall calculate these royalties in a manner consistent with its current practices (including, with respect to Cengage Unlimited, the royalty allocation method previously publicly disclosed).

E. Notwithstanding the termination in Paragraph 3.B, the Authors' warranties, representations and indemnity obligations contained in any Publishing Agreement covering the Remaining Works shall survive termination.

F. The Parties recognize that there is a substantial overlap in material among *Choices in Relationships*, *M&F*, and *Understanding Social Problems*. Accordingly, the Authors hereby grant to Cengage a world-wide, perpetual, royalty-free, irrevocable non-exclusive license to reproduce, distribute, publicly display, publicly perform, adapt, translate, customize, and otherwise create derivative works from, in all media whether now known or invented hereafter any material (other than that licensed from third parties) appearing in *M&F* and/or *Understanding Social Problems* as of the Effective Date hereof, that also appeared in *Choices in Relationships*. Cengage grants to the Authors a world-wide, perpetual, royalty-free, irrevocable, non-exclusive license to reproduce, distribute, publicly display, publicly perform, adapt, translate, customize, and otherwise create derivative works from, in all media whether now known or invented hereafter any material appearing in *Choices in Relationships* as of the Effective Date hereof, that also appeared in *M&F* or *Understanding Social Problems*.

#### 4. **Termination of Litigation and Mutual Releases**

A. It is agreed that this Agreement finally settles and resolves all claims between the Authors and Cengage that were brought or could have been brought in the civil action *Knox et al. v. Cengage Learning Holdings II, Inc. et al.*, No. 18 Civ. 4292 (S.D.N.Y.) (the "Litigation"). Accordingly, immediately upon completion of the payment specified in Paragraph 1, the parties shall jointly file a stipulation of dismissal with prejudice, without costs or fees to any party, of the Litigation.

B. Conditioned on the execution by the parties of this Agreement, and as of the date on which the Litigation is finally dismissed and without further action, each of the

Authors, on behalf of himself or herself, his or her representatives, agents, attorneys, insurers, successors, relatives, heirs and assigns, and each of them, hereby releases and discharges Cengage, together with any parent, subsidiary, successor or predecessor corporations or partnerships, or affiliates (collectively referred to as the “Cengage Entities”), along with all current and former officers, directors, employees, independent contractors, attorneys, and agents of the Cengage Entities (all of the foregoing being collectively referred to herein as the “Cengage Releasees”) from all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees or expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which either of the Authors or their successors or assigns has, or may have had, against the Cengage Releasees, whether currently apparent or yet to be discovered, or which may be contingent, arising out of or relating in any way to the Works or the Publishing Agreements, including but not limited to any claims relating to Cengage Unlimited, Cengage’s right to exploit the Works, royalty payments to be paid to the Authors, and any other claims which were made in, could have been made in, or relate to the Litigation.

C. Conditioned on the execution by the parties of this Agreement, and as of the date on which the Litigation is finally dismissed and without further action, Cengage, on behalf of itself, its predecessors, successors, affiliates, and assigns, and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and each of them, hereby releases and discharges each of the Authors, together with their representatives, agents, independent contractors, attorneys, insurers, successors, relatives, heirs and assigns (all of the foregoing being collectively referred to herein as the “Author Releasees”) from all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies,

damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees or expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which Cengage or its successors or assigns has, or may have had, against the Author Releasees, whether currently apparent or yet to be discovered, or which may be contingent, arising out of or relating in any way to the Works or the Publishing Agreements, including but not limited to any claims relating to Cengage Unlimited, Cengage's right to exploit the Works, royalty payments to be paid to the Authors, and any other claims which were made in, could have been made in, or relate to the Litigation.

D. Undersigned counsel for the Authors represents and warrants that neither they, nor any partners or associated attorneys, represent additional clients (other than the Authors) with actual or potential claims against any of the Cengage Releasees relating to the claims made in the Litigation, and that they do not intend to solicit such clients. Nothing in this paragraph or elsewhere in this Agreement shall be construed to restrict counsel's right to practice law in contravention of the laws of any U.S. state or code of legal ethics.

5. **Confidentiality, Nondisparagement, Noninterference, Use of Agreement**

A. The Parties agree that the dollar amount of any consideration exchanged under this Agreement and the New Publishing Agreement, including the payment described in Paragraph 1 herein, shall be kept strictly confidential and is not to be disclosed, revealed or otherwise communicated, directly or indirectly, to any person or legal entity in any way whatsoever, except (1) pursuant to the order of a court or other applicable body of competent jurisdiction; (2) by agreement in writing of all the Parties hereto; (3) to outside auditors, accountants, and/or attorneys of the Parties; (4) to administrative, regulatory and/or governmental agencies; or (5) as a Party's legal counsel shall advise is required to comply with



any applicable legal requirements or to enforce the rights and obligations under either of the aforesaid agreements. Except for the confidentiality required by the previous sentence, the existence and terms of this Agreement and the New Publishing Agreement are not confidential and may be publicly discussed by the Parties and their undersigned counsel. In the event any of the Parties is served with or receives a valid subpoena, discovery demand or court order calling for disclosure of the information made confidential by the first sentence in this paragraph, or as otherwise required by law, the Party so served shall promptly notify the other Party to this Agreement.

B. For a period of one year following the Effective Date, the Authors and Cengage agree not to make public statements or communications that disparage each other, their business, products, works or their current, former or future directors, officers, agents, employees, or counsel (in their capacity as such). The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings). The Authors' obligations pursuant to this paragraph extend to all Cengage Releasees, and Cengage's obligations pursuant to this paragraph extend to all Author Releasees.

C. The Authors covenant not to solicit any author, contractor, or employee of Cengage, or any person doing business with Cengage, to terminate his or her employment, publishing agreement or business relationship with Cengage or otherwise interfere with any such relationship.

D. This Agreement and compliance with this Agreement shall not constitute or be construed as an admission by any of the Cengage Releasees of any wrongdoing or liability. This Agreement is to be construed solely as a reflection of the Parties' desire to facilitate a resolution of the claims in the Litigation and of the released claims. The Parties agree that no

party was or is a “prevailing party” in this case. In no event shall this Agreement, any of its provisions, or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in the Litigation, any other action, or any judicial, administrative, regulatory or other proceeding, except a proceeding to enforce this Agreement. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Cengage Releasees, or as a waiver by them, of any applicable defense or as a waiver by the Authors of any claims, causes of action or remedies.

**6. Governing Law and Forum Selection**

This Agreement shall be governed by and shall be construed in accordance with the substantive law of the State of New York, without giving effect to any conflicts or choice of law principles. Any dispute arising out of or related to this Agreement shall be brought in the courts of the State of New York in New York County, New York or the United States District Court for the Southern District of New York, as to which each of the Parties hereby waives any objection to the exercise of personal jurisdiction by, or to venue in, any such courts.

**7. Integration and Entire Agreement**

This Agreement, including the New Publishing Agreement, is an integrated Agreement and constitutes the entire agreement between and among the signatories hereto, and no representations, warranties or promises have been made or relied on by any signatory hereto other than as set forth in this Agreement. This Agreement supersedes all prior communications, discussions, agreements and understandings, both written and oral, regarding the matters

contained herein between the signatories hereto or their representatives. No change or modification of this Agreement shall be valid unless it is contained in writing and signed by all the Parties hereto.

**8. Execution**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute the original instrument binding on the signatories in accordance therewith, notwithstanding that all signatories are not signatories to the same counterpart.

**9. Effective Date**

The Effective Date of this Agreement shall be the last date of execution of this Agreement by any of the Parties below.

IN WITNESS WHEREOF, the Parties, agreeing to be bound hereby, have executed this Agreement as of the dates shown below, and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective Parties.

**CENGAGE LEARNING, INC.**

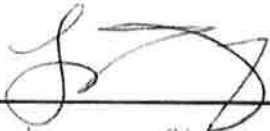


Name: Laura Stevens

Title: General Counsel

Date: 10-3-2018

**CENGAGE LEARNING HOLDINGS II, INC.**

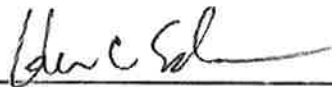


Name: Laura Stevens

Title: General Counsel

**COUNSEL**

**SATTERLEE STEPHENS LLP**



Name: Glenn C. Edwards

Date: 10/3/18

*Counsel for Cengage*

**DAVID KNOX**

Date:

**CAROLINE SCHACHT**

Date:

**SLARSKEY LLC**

Name:

**SEIFERT PLLC**

Name:

*Counsel for the Authors*

IN WITNESS WHEREOF, the Parties, agreeing to be bound hereby, have executed this Agreement as of the dates shown below, and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective Parties.

CENGAGE LEARNING, INC.

DAVID KNOX

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\_\_\_\_\_

Name:


Date: Oct 3, 2018

Title:

CAROLINE SCHACHT

Date:

CENGAGE LEARNING HOLDINGS II,  
INC.

  
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Date: 10-3-2018

\_\_\_\_\_

Name:

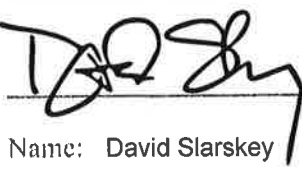
Title:

COUNSEL

SATTERLEE STEPHENS LLP

SLARSKY LLC

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\_\_\_\_\_

Name:

Name: David Slarskey

Date:

SEIFERT PLLC

*Counsel for Cengage*

\_\_\_\_\_

Name:

*Counsel for the Authors*

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**CENGAGE LEARNING, INC.**

**DAVID KNOX**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:

Title:

**CAROLINE SCHACHT**

Date:

**CENGAGE LEARNING HOLDINGS II,  
INC.**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name:

Title:

**COUNSEL**

**SATTERLEE STEPHENS LLP**

**SLARSKEY LLC**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Date:

**SEIFERT PLLC**

*Counsel for Cengage*

  
\_\_\_\_\_  
Name: Joshua L. Seifert

*Counsel for the Authors*

**NEW PUBLISHING AGREEMENT**

This New Publishing Agreement is entered into by and between Cengage Learning, Inc. and Cengage Learning Holdings II, Inc. (together, “Cengage”), on the one hand, and David Knox and Caroline Schacht (together, the “Authors”), on the other (collectively, the “Parties”), as of the date of the execution of this New Publishing Agreement by all parties hereto (the “Effective Date”), and in accordance with the terms and conditions set forth below.

**RECITALS**

WHEREAS, the Parties are parties to an Agreement regarding the mutual buyout and termination of the author relationship between the Authors and Cengage (the “Buyout Agreement”), executed simultaneously herewith; and

WHEREAS, the Buyout Agreement requires the Parties to enter into a New Publishing Agreement intended to grant to Cengage all of the Authors’ rights in the Remaining Works (as that term is defined in the Buyout Agreement), including *Understanding Social Problems* and *M&F*; and

WHEREAS, it is the intention of the Parties for this New Publishing Agreement to (a) reassign to Cengage all of the Authors’ copyrights in the Remaining Works, throughout the world, that are the subject of this Agreement; (b) defer the right of the Authors to terminate or reacquire the rights associated with the Remaining Works or to file effective notices of termination pursuant to Section 203 of the 1976 Copyright Act until the expiration of a new statutory period under Section 203 of the Copyright Act; and (c) authorize Cengage to exercise all rights of any kind in the Remaining Works and any derivatives thereof, throughout the world, in exchange for a one-time buyout payment (as described in the Buyout Agreement) in lieu of any and all royalty payment obligations Cengage may have otherwise had pursuant to the terms of any Publishing Agreement with respect to the Remaining Works;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual agreements and covenants contained herein, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged by each Party to this New Publishing Agreement, and intending to be legally bound, the Parties agree as follows:

**1. Assignment of All Rights**

A. The Authors hereby assign to Cengage all right, title, and interest the Authors may have had, now have, or hereafter may have in and to the Remaining Works – and in and to all past, current and future editions and derivatives thereof – in any medium now existing or hereafter developed, created, or discovered, including without limitation, all right, title, and interest in the copyrights, trademarks and all intellectual property therein, including any and all renewals, revisions, revivals, reversions, and extension thereof, now existing or hereafter arising or enacted into law, together with any and all accrued rights of action (including without limitation the right to sue for past infringements), to have and to hold the same for the full life of each such right in each territory throughout the world. Without in any way limiting the foregoing assignment, Cengage shall have the unlimited right to exercise all rights in the Remaining Works of any kind whatsoever throughout the world in all media now existing or hereafter developed, including, but not limited to, the unlimited right to use the Remaining Works in whole or in part to create new or derivative works and to combine, use, distribute, and sell the Remaining Works or derivatives thereof, in whole or in part, with works created by the Publisher or others, it being understood that the term “sell” shall mean distribution of the Remaining Works by any means, including sale, license, subscription, and rental in any form, format or medium.

B. To the extent that Cengage has not already done so, the Authors authorize Cengage to register the copyrights for the Remaining Works in Cengage’s name or any other



name or names it designates in any and all countries. The Authors shall, upon Cengage's request, provide any assistance reasonably necessary to execute, acknowledge, deliver and/or record Cengage's rights hereunder. The Authors hereby grant Cengage the right, as the Authors' attorney-in-fact, to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents that the Authors fail to execute, acknowledge, deliver, and record. The Authors acknowledge that neither Cengage, nor any third party authorized by Cengage, shall be obligated to exercise any of the rights granted to Cengage herein or to make any use of any of the Remaining Works. Except as may be otherwise provided in the Buyout Agreement, the Authors may not use, or allow others to use any of the Remaining Works. The Authors hereby waive throughout the world any so-called "droit moral" rights, "moral rights of authors" and all other similar rights however denominated throughout the world.

**2. Payments to the Authors; Other Matters**

A. In full and complete consideration for the rights granted to Cengage under the Buyout Agreement and this New Publishing Agreement and in lieu of any payment(s) (including royalties) otherwise due to the Authors in accordance with any applicable Publishing Agreement, Cengage shall pay the Authors the buyout payment described in Paragraph 1 of the Buyout Agreement. Nothing in this paragraph is intended to override any royalty payment obligations in the Buyout Agreement (including Paragraphs 2C, 2D, and 3D therein).

B. To the extent that there are co-authors of any of the Remaining Works, this New Publishing Agreement shall not affect their obligations to the Publisher or their royalty and payment terms.

C. The Authors grant Cengage the perpetual, unlimited, worldwide, royalty-free, transferable right to continue to use their names, images, biographical information and

likenesses as authors in connection with any current or previous editions of the Remaining Works. Cengage shall not use the Authors' names, images, biographical information or likenesses in connection with any future editions of the Remaining Works, absent the written consent of the Authors.

**3. Construction with the Buyout Agreement**

Any capitalized terms herein that also appear in the Buyout Agreement shall have the meaning assigned in the Buyout Agreement. If there is any conflict between this New Publishing Agreement and the Buyout Agreement, the Buyout Agreement controls.

**4. Governing Law and Forum Selection**

This New Publishing Agreement shall be governed by and shall be construed in accordance with the substantive law of the State of New York, without giving effect to any conflicts or choice of law principles. Any dispute arising out of or related to this New Publishing Agreement shall be brought in the courts of the State of New York in New York County, New York, or the United States District Court for the Southern District of New York, as to which each of the Parties hereby waives any objection to the exercise of personal jurisdiction by, or to venue in, any such courts.

**5. Integration and Entire Agreement**

This New Publishing Agreement, along with the Buyout Agreement, is an integrated Agreement and constitutes the entire Agreement between and among the signatories hereto, and no representations, warranties or promises have been made or relied on by any signatory hereto other than as set forth in this Agreement. This New Publishing Agreement supersedes all prior communications, discussions, agreements and understandings, both written and oral, regarding the matters contained herein between the signatories hereto or their

representatives. No change or modification of this Agreement shall be valid unless it is contained in writing and signed by all the Parties hereto.

**6. Execution**

This New Publishing Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute the original instrument binding on the signatories in accordance therewith, notwithstanding that all signatories are not signatories to the same counterpart.

**7. Effective Date**

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**CENGAGE LEARNING, INC.**

**DAVID KNOX**

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Name:

Date:

Title:

**CAROLINE SCHACHT**

Date:

**CENGAGE LEARNING HOLDINGS II, INC.**

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Date:

\_\_\_\_\_

Name:

Title:

**COUNSEL**

**SATTERLEE STEPHENS LLP**

**SLARSKEY LLC**

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Name:

Name:

Date:

**SEIFERT PLLC**

*Counsel for Cengage*

Name:

*Counsel for the Authors*