UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
CENGAGE LEARNING, INC., *et al.*,[1]	)	Case No. 13-44106 (ESS)
	)	Case No. 13-44105 (ESS)
	)	Case No. 13-44107 (ESS)
	)	Case No. 13-44108 (ESS)
Debtors.	)	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL AND (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES

Upon the motion of Cengage Learning, Inc. and its debtor affiliates, as debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases"), dated July 2, 2013 (the "Motion"),[2] for entry of an interim order and a final order (this "Final Order") under sections 105, 361, 362, 363, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), Rules 4001-5 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of New York (the "E.D.N.Y. Local Bankruptcy Rules"), and the *Guidelines for Financing Motions* set forth in Administrative Order No. 558 of the United States Bankruptcy Court for the Eastern District of New York (the "Financing Guidelines"), *inter alia*:

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal taxpayer-identification number, include: Cengage Learning, Inc. (4491); Cengage Learning Holdings II, L.P. (5675); Cengage Learning Acquisitions, Inc. (0935); Cengage Learning Holdco, Inc. (0831). The Debtors' service address at their corporate headquarters is 200 First Stamford Place, 4th Floor, Stamford, Connecticut 06902.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

(a) authorizing the Debtors' use of Cash Collateral (as defined below), subject to and pursuant to the terms and conditions set forth in this Final Order;

(b) granting adequate protection on account of the Debtors' use of Cash Collateral and any diminution in the value of the First Lien Secured Parties' (as defined below) and the Second Lien Secured Parties' (as defined below) respective interests in the Prepetition Collateral (as defined below) to the (i) First Lien Secured Parties (as defined below) under (1) that certain Credit Agreement, dated as of July 5, 2007, which was subsequently amended by the Incremental Amendment, dated as of May 30, 2008, and the Amendment Agreement, dated as of April 10, 2012 (as amended, the "Credit Agreement" and, together with all related agreements and documents executed by any of the Debtors in connection with the Credit Agreement, the "Credit Agreement Documents"), by and among Cengage Learning Acquisitions, Inc., as borrower (the "Borrower"), Cengage Learning Holdings II, L.P., Cengage Learning Holdco, Inc., and Cengage Learning, Inc., as guarantors (the "Guarantors"), JPMorgan Chase Bank, N.A., as successor administrative and collateral agent (in each such capacity, the "Credit Agreement Agent"), and each of the lenders party thereto (together with the Credit Agreement Agent, the "Credit Agreement Secured Parties"); (2) that certain Indenture dated as of April 10, 2012 (as amended, the "Initial Additional First Lien Agreement" and, together with all related agreements and documents executed by any of the Debtors in connection with the Initial Additional First Lien Agreement, the "Initial Additional First Lien Documents") among the Borrower, the Guarantors party thereto, and The Bank of New York Mellon, as Trustee and Collateral Agent (in such capacities, the "First Lien Notes Trustee," and, together with each of the holders of those certain 11.5% Senior Secured Notes due 2020, the "Initial Additional First Lien Secured Parties"), and (3) (A) those two certain Rate Swap Transactions (the "UBS

Transactions") dated as of February 12, 2010 and March 4, 2010 among Cengage Learning Acquisitions, Inc. and UBS AG, London Branch ("UBS"), (B) that certain Swap Transaction (the "Citi Transaction") dated as of April 6, 2010 among Cengage Learning Acquisitions, Inc. and Citibank, N.A., New York ("Citi"), (C) that certain Transaction (the "GS Transaction") dated as of April 16, 2010 among Cengage Learning Acquisitions, Inc. and Goldman Sachs Bank USA ("GS USA"), (D) that certain Transaction (the "RBS Transaction") effective as of February 26, 2010 among Cengage Learning Acquisitions, Inc. and The Royal Bank of Scotland plc ("RBS") and (E) that certain Swap Transaction (the "MS Transaction") dated as of March 19, 2010 among Cengage Learning Acquisition, Inc. and Morgan Stanley Capital Services LLC ("MS," and together with UBS, Citi, GS USA and RBS, the "Secured Rate Swap Parties," and together with the Initial Additional First Lien Secured Parties, the First Lien Notes Trustee, and the Credit Agreement Secured Parties, the "First Lien Secured Parties") (the documents described in each of (A), (B), (C), (D) and (E), the "Rate Swap Transaction Documents," and together with the Credit Agreement Documents and the Initial Additional First Lien Documents, the "First Lien Documents"); and (ii) the Second Lien Secured Parties (as defined below) under that certain Indenture dated as of July 5, 2012 (as amended, the "Second Lien Agreement" and, together with all related agreements and documents executed by any of the Debtors in connection with the Second Lien Agreement, the "Second Lien Documents", the Second Lien Documents and the First Lien Documents, collectively, the "Lien Documents**"**) among the Borrower, the Guarantors party thereto, and CSC Trust Company of Delaware, as successor Trustee and as Collateral Agent (in such capacities, the "Second Lien Notes Trustee," and, together with each of the holders of those certain 12% Senior Secured Second Lien Notes due 2019, the "Second Lien

Secured Parties", the Second Lien Secured Parties and the First Lien Secured Parties, collectively, the "Secured Parties");

(c) to the extent set forth herein, waiving the Debtors' right to surcharge the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code;

(d) modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors and the Secured Parties to implement the terms of this Final Order; and

(e) waiving any applicable stay (including under Bankruptcy Rule 6004) and provision for immediate effectiveness of this Final Order.

Upon due and sufficient notice, this Court held an interim hearing on July 3, 2013 (the "Interim Hearing") and entered an order (the "Interim Order") granting the relief requested in the Motion on an interim basis. Upon due and appropriate notice of the Motion, the Interim Order and final hearings on August 1, 2013 and August 15, 2013 (the "Final Hearings") to consider the Motion and the relief requested therein on a final basis; and after considering all the pleadings filed with this Court; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. § 1408; and upon the record made by the Debtors at the Interim Hearing and the Final Hearings; and the Court having found and determined that the relief sought in the Motion on a final basis is in the best interests of the Debtors, their estates, creditors and all parties in interest; and after due deliberation and consideration and good and sufficient cause appearing therefor,

THE COURT FINDS AS FOLLOWS:

A. Petition Date. On July 2, 2013 (the "Petition Date"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of New York (the "Court"). On July 3, 2013, this Court entered an order approving the joint administration of the Chapter 11 Cases.

B. Debtors in Possession. The Debtors are continuing in the management and operation of their business and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over these proceedings and over the persons and property affected hereby. Venue for the Chapter 11 Cases is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. Committee Formation. On July 10, 2013, the United States Trustee appointed the official committee of unsecured creditors (the "Committee") pursuant to section 1102(a)(1) of the Bankruptcy Code.

E. Debtors' Stipulations. Subject to the limitations described in paragraph 8, but otherwise without prejudice to the rights of the Committee or any other party in interest, including the Committee's or any other party in interest's claims, rights and defenses with respect to (i) (a) the Debtors' stipulations in paragraph E.a through E.d below and (b) the Disputed Collateral (as defined herein) and (ii) any Affiliated Lender, Affiliated Institutional Lender (each as defined in the Credit Agreement), or any affiliate of the Debtors (including but not limited to any Insider (as defined in section 101(31) of the Bankruptcy Code, which includes Apax Partners, L.P. and OMERS Private Equity, investment funds associated with or designated by Apax Partners, L.P.

or OMERS Private Equity, or any funds or partnerships managed or controlled by them or their affiliates, including any portfolio companies ("Apax Entities")) of any Debtor), or any claims or obligations held by such party as described in paragraph E.f of this Final Order, the Debtors admit, acknowledge, agree and stipulate to the following (collectively, the "Debtors' Stipulations"):

a. First Lien Obligations. As of the Petition Date, the Debtors were truly and justly indebted to the First Lien Secured Parties pursuant to the First Lien Documents, without defense, counterclaim, or offset of any kind, and the First Lien Secured Parties shall have an allowed claim in the amount no less than, (i) the aggregate principal amount of (A) $3,353,842,720.49 outstanding under the Term Loan Facilities (as defined in the Credit Agreement), (B) $513,999,999.99 outstanding under the Revolving Facilities (as defined in the Credit Agreement), (C) $6,226,252.50 outstanding under L/C Borrowings (as defined in the Credit Agreement), (D) (i) $5,133,140.00 outstanding under the UBS Transactions, (ii) $1,530,394.44 outstanding under the Citi Transaction, (iii) $1,537,422.22 outstanding under the GS Transaction, (iv) $1,898,573.33 outstanding under the RBS Transaction, (v) $3,221,788.89 outstanding under the MS Transaction, and (E) $725,000,000 outstanding under the Initial Additional First Lien Agreement, plus (ii) accrued and unpaid interest with respect thereto and any additional fees, costs and expenses (including any attorneys', financial advisors', and other professionals' fees and expenses that are chargeable or reimbursable under the First Lien Documents) and all other Obligations (as defined in the First Lien Documents) owing under or in connection with the First Lien Documents (collectively, the "First Lien Obligations"). The Debtors are in default of their debts and obligations under the First Lien Documents.

b. Prepetition Liens and Prepetition Collateral. The First Lien Obligations are secured by first priority security interests in and liens on (the "Prepetition First Priority Liens") substantially all of the Debtors' assets including Cash Collateral as defined in section 363 of the Bankruptcy Code (the "Cash Collateral"), as more particularly described in and on the terms set forth in the First Lien Documents (collectively, the "Prepetition Collateral"), and the Obligations (as defined in the Second Lien Documents) owing under or in connection with the Second Lien Documents (collectively, the "Second Lien Obligations", and together with the First Lien Obligations, the "Secured Obligations") are secured by second priority security interests in and liens on (the "Prepetition Second Priority Liens", and together with the Prepetition First Priority Liens, the "Prepetition Liens") the Prepetition Collateral, including Cash Collateral.

c. Validity and Perfection of Prepetition First Priority Liens. The Prepetition First Priority Liens are valid, binding, perfected and enforceable liens on and security interests in the Prepetition Collateral.

d. Validity of First Lien Obligations. The First Lien Obligations constitute legal, valid and binding obligations of each of the Debtors. The First Lien Documents are valid and enforceable by each of the First Lien Secured Parties, the Credit Agreement Agent and the First Lien Notes Trustee, as applicable, for the benefit of the First Lien Secured Parties against each of the applicable Debtors. The First Lien Obligations constitute allowed claims against the applicable Debtors' estates.

e. Disputed Collateral. Notwithstanding anything to the contrary contained herein, the Debtors do not admit, stipulate or agree that the First Lien Secured Parties or the Second Lien Secured Parties have valid, binding, perfected, enforceable, and non-avoidable liens on and security interests in: (i) the Debtors' investment in the Federated Treasury Obligations Fund,

TOIXX Fund No. 68 (the "Treasury Fund") as of the Petition Date (until such time as such investment is ultimately determined by final non-appealable Order of the Court (or another court of competent jurisdiction) to be Unencumbered Cash (as defined below) or Cash Collateral, the "Disputed Cash"); and (ii) all copyrights registered by the Debtors with the United States Copyright Office before the Petition Date, and perfected prepetition within the 90 days prior to the Petition Date (the "Disputed Copyrights," and together with the Disputed Cash, the "Disputed Collateral"). The First Lien Secured Parties, the Debtors, the Committee and all other parties in interest each reserve all rights, claims, and defenses with respect to the Disputed Collateral. Unless otherwise ordered by the Court, on subsequent notice and a hearing, the Debtors retain standing to bring any claims relating to Disputed Collateral on behalf of the Debtors' estates.

f. Affiliated Lender. Notwithstanding anything to the contrary contained herein, (i) the Debtors' Stipulations, including any acknowledgements, agreements, stipulations, or releases contained in this paragraph E and paragraph K of this Final Order, shall not apply to any Affiliated Lender or Affiliated Institutional Lender or their successors or assigns (each as defined in the Credit Agreement), or any affiliate or Insider of the Debtors, including, but not limited to, the Apax Entities, or any claims or obligations held by such party, (ii) the Debtors and all other parties in interest reserve all rights, claims, and defenses with respect thereto and (iii) unless otherwise ordered by the Court, on subsequent notice and a hearing, the Debtors retain standing to bring any claims against such parties on behalf of the Debtors' estates. Nothing in this Order shall be deemed an admission, finding or determination that there exists any claims or causes of action by the Debtors or any such party against any Affiliated Lender or Affiliated Institutional Lender or their successors or assigns (each as defined in the Credit Agreement) and nothing in

this Order (including, without limitations, any releases granted in this Order) shall be deemed to prejudice, waive or release the rights, claims, privileges and defenses of any Affiliated Lender or Affiliated Institutional Lender or their successors or assigns (each as defined in the Credit Agreement) against or with respect to the Debtors or any party, including (without limitation) any under the First Lien Documents, the Second Lien Documents or otherwise.

F. Approved Budget. Attached hereto as Exhibit A is a 13-week cash flow forecast setting forth all projected cash receipts and cash disbursements on a weekly basis (the "Approved Budget"). The Approved Budget is an integral part of this Final Order and has been relied upon by the First Lien Secured Parties in consenting to this Final Order and to permit the use of the Cash Collateral. The Debtors represent and warrant to the First Lien Secured Parties and this Court that the Approved Budget includes and contains the Debtors' best estimate of all operational receipts and all operational disbursements, fees, costs, and other expenses that will be payable, incurred and/or accrued by any of the Debtors during the period covered by the Approved Budget and that such operational disbursements, fees, costs, and other expenses, other than (a) professional fees and expenses related to adequate protection and (b) professional fees and expenses related to administration of these Chapter 11 Cases, will be timely paid in the ordinary course of business pursuant to and in accordance with the Approved Budget unless such operational disbursements, fees, costs, and other expenses are not incurred or otherwise payable. The Debtors further represent that the Approved Budget is achievable and will allow the Debtors to operate in the Chapter 11 Cases and pay postpetition administrative expenses as they come due. The Debtors shall be required to provide to the (i) advisors of that certain *ad hoc* group of First Lien Secured Parties (the "First Lien Group"), (ii) advisors of the Second Lien Notes

Trustee, (iii) the Credit Agreement Agent, and (iv) the Committee, a Budget Variance Report (as defined below) in accordance with the provisions of paragraph 5.e of this Final Order.

G. Use of Cash Collateral. An immediate and critical need exists for the Debtors to use the Cash Collateral for (i) working capital purposes; (ii) other general corporate purposes of the Debtors; and (iii) subject to paragraph 10 hereof, (x) all fees required to be paid to the clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code and (y) the allowed fees, costs and expenses incurred by persons or firms retained by the Debtors pursuant to section 327 or 328 of the Bankruptcy Code; provided that nothing in this Final Order prejudices the rights, claims or defenses of any party with respect to whether Disputed Cash is Cash Collateral or Unencumbered Cash,[3] or whether Disputed Copyrights are Collateral or Unencumbered Property;[4] provided further that the Debtors and the First Lien Secured Parties reserve the right to seek to have the operating costs (A) associated with any Disputed Collateral that is determined to be Unencumbered Property and (B) incurred after the date of such determination be charged against and reimbursed from Unencumbered Property (it being understood that the Debtors and the First Lien Secured Parties may seek such relief only after the date such determination becomes a final non-appealable order), and the Committee and all other parties in interest reserve any rights and defenses with respect thereto. For the avoidance of doubt and notwithstanding anything else herein, other than funding the Committee Investigation Budget in accordance with paragraph 10, the Debtors are not authorized

[3] "Unencumbered Cash" shall refer to all unencumbered cash (which shall include, solely for the purposes set forth in this Final Order, any cash encumbered solely by Adequate Protection Liens (as defined below) and/or liens under section 551 of the Bankruptcy Code), including any Disputed Cash that is ultimately determined by final non-appealable order of the Court (or another court of competent jurisdiction) to be so unencumbered.

[4] "Unencumbered Property" shall refer to all unencumbered property (which shall include, solely for the purposes set forth in this Final Order, any property encumbered solely by Adequate Protection Liens (as defined below) and/or liens under section 551 of the Bankruptcy Code), including any Disputed Collateral that is ultimately determined by final non-appealable order of the Court (or another court of competent jurisdiction) to be so unencumbered.

to use Cash Collateral (but, for the avoidance of doubt, are authorized to use Disputed Cash to the extent set forth herein) to pay any fees, costs or expenses incurred by the Committee or by persons or firms retained by the Committee; provided that, to the extent there is no readily ascertainable or available Unencumbered Cash, the Debtors are authorized to pay such fees, costs and expenses from Disputed Cash; provided further that any such payment from Disputed Cash shall be and shall be deemed to be charged against and reimbursed from Unencumbered Property or, to the extent there is insufficient Unencumbered Property, such fees and expenses shall (x) subject to paragraph 10, be satisfied by Cash Collateral and (y) to the extent that, pursuant to paragraph 10, Cash Collateral may not be used to satisfy such fees and expenses, Cash Collateral shall not be used to satisfy such fees and expenses.

H. Consent by First Lien Secured Parties. The Collateral Agents (as defined below) and the First Lien Group (as defined below) have consented to, conditioned on the entry of this Final Order, the Debtors' proposed use of Cash Collateral, on the terms and conditions set forth in this Final Order, and such consent is binding on all First Lien Secured Parties.

I. Adequate Protection. The adequate protection provided to the Secured Parties, as set forth more fully in paragraph 5 of this Final Order, to the extent of any diminution in the value of the Secured Parties' interest in the Prepetition Collateral (as defined below) from and after the Petition Date resulting from the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, the use, sale, or lease of the Cash Collateral under section 363 of the Bankruptcy Code is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect such parties' interests in the Prepetition Collateral in accordance with sections 361, 362, 363 and 364 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Secured

Parties to the extent there is any diminution of their respective interests in the value of their Prepetition Collateral and (ii) obtain the foregoing consents and agreements.

J. Good Cause Shown; Best Interest. The Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2) and E.D.N.Y. Local Bankruptcy Rule 4001-5. This Court concludes that good cause has been shown and entry of this Final Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing businesses and enhance the Debtors' prospects for a successful reorganization.

K. No Liability to Third Parties. The Debtors stipulate that in permitting the Debtors to use the Cash Collateral, or in taking any other actions permitted by this Final Order, none of the Secured Parties (i) shall have liability to any third party or be deemed to be in control of the operation of any of the Debtors or to be acting as a "controlling person," "responsible person," or "owner or operator" with respect to the operation or management of any of the Debtors (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other Federal or state statute) or (ii) shall owe any fiduciary duty to any of the Debtors, their creditors or estates, or shall constitute or be deemed to constitute a joint venture or partnership with any of the Debtors.

L. Notice. The Interim Hearing and Final Hearings were held pursuant to the authorization of Bankruptcy Rule 4001 and E.D.N.Y. Local Bankruptcy Rule 4001-5. Notice of the Interim Order, the Final Hearings and the relief requested in the Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier, or hand delivery to certain parties-in-interest, including: (a) the U.S. Trustee, (b) Arent Fox LLP, as counsel to the

Committee, (c) the Credit Agreement Agent, (d) Davis Polk & Wardwell LLP, as counsel to the Credit Agreement Agent, (e) the First Lien Notes Trustee, (f) Katten Muchin Rosenman LLP, as counsel to the First Lien Notes Trustee, (g) Milbank, Tweed, Hadley & M^{c}Cloy LLP, as counsel to the First Lien Group (as defined below), (h) the indenture trustees under the Debtors' prepetition senior unsecured notes, senior PIK notes, and senior subordinated discount notes; (i) the Internal Revenue Service and (j) the United States Attorney for the Eastern District of New York. Under the circumstances, such notice of the Motion, the relief requested therein, the Interim Order and the Final Hearings complies with Bankruptcy Rules 4001(b), (c), and (d), the E.D.N.Y. Local Bankruptcy Rules, and the Financing Guidelines.

Based upon the foregoing, and upon the record made before this Court at the Final Hearings, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Approval of Final Order. The Motion is approved ***on consent*** on the terms and conditions set forth in this Final Order. Any objections that have not previously been withdrawn or settled are hereby overruled. This Final Order shall become effective immediately upon its entry.

2. Authorization to Use Cash Collateral. Subject to paragraph 10 hereof, pursuant to this Final Order the Debtors are authorized to use Cash Collateral for (i) working capital purposes; (ii) other general corporate purposes of the Debtors; and (iii) (x) all fees required to be paid to the clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code and (y) the allowed fees, costs and expenses incurred by persons or firms retained by the Debtors pursuant to section 327 or 328 of the Bankruptcy Code, in each case through and including the Termination Date (as defined below)

(the "Cash Collateral Period"); provided that nothing in this Final Order prejudices the rights, claims or defenses of any party with respect to whether Disputed Cash is Cash Collateral or Unencumbered Cash, or whether Disputed Copyrights are Collateral or Unencumbered Property; provided further that the Debtors and the First Lien Secured Parties reserve the right to seek to have the operating costs (A) associated with any Disputed Collateral that is determined to be Unencumbered Property and (B) incurred after the date of such determination be charged against and reimbursed from Unencumbered Property (it being understood that the Debtors and the First Lien Secured Parties may seek such relief only after the date such determination becomes a final non-appealable order), and the Committee and all other parties in interest reserve any rights and defenses with respect thereto. To the extent that Cash Collateral of any Debtor is used by another Debtor, the Debtor funding such use shall have an allowed superpriority claim junior in priority only to the claims of the Secured Parties, including those set forth herein. Other than funding the Committee Investigation Budget and Pre-Determination Date Fees in accordance with paragraph 10, the Debtors are not authorized to use Cash Collateral (but, for the avoidance of doubt, are authorized to use Disputed Cash, including the Treasury Fund, to the extent set forth herein) to pay any fees, costs or expenses incurred by the Committee or by persons or firms retained by the Committee pursuant to sections 327 and 328 of the Bankruptcy Code; provided that, to the extent there is no readily ascertainable or available Unencumbered Cash, the Debtors are authorized to pay such fees, costs and expenses from Disputed Cash; provided further that any such payment from Disputed Cash shall be and shall be deemed to be charged against and reimbursed from Unencumbered Property or, to the extent there is insufficient Unencumbered Property, such fees and expenses shall (x) subject to paragraph 10, be satisfied by Cash Collateral and (y) to the extent that, pursuant to paragraph 10, Cash Collateral may not be used to

satisfy such fees and expenses, Cash Collateral shall not be used to satisfy such fees and expenses. Moreover, to the extent that Cash Collateral (including, for the avoidance of doubt, any Disputed Collateral that is determined by order of the Court to be Cash Collateral) of any Debtor is used by an affiliate that is not a Debtor to fund operations, such intercompany transfer shall be, in accordance with the Approved Budget and evidenced through the issuance of a first priority senior secured promissory note or by other means sufficient to provide the Debtor with a valid and enforceable secured claim against the recipient of such funds; provided, however, that any such intercompany transfer to The Hampton Brown Company LLC shall be made in the ordinary course of business in accordance with the Approved Budget; provided further, however, that any such transfers to The Hampton Brown Company LLC shall not exceed two million dollars ($2,000,000) in the aggregate. The Debtors shall segregate (or hereby shall be deemed to have segregated) Cash Collateral (including, for the avoidance of doubt, any Disputed Cash that is ultimately determined by order of the Court to be Cash Collateral) and continuously track (or hereby shall be deemed to have continuously tracked) the deposit and use of all such collateral in a manner that satisfies (and hereby is deemed to satisfy) any requirement that the Secured Parties trace such collateral in accordance with any provisions of the Uniform Commercial Code, the Bankruptcy Code, or other applicable law.

3. Refund of Prepetition Principal Payments. Within five days after entry of this Final Order, the Debtors shall refund $8,883,986.42 from Cash Collateral to the Treasury Fund, which amount reflects the Debtors' prepetition principal payments paid on June 28, 2013 (the "June 28 Repayment") on account of the Term Loan Facilities (as defined in the Credit Agreement), and upon receipt of such refund any claim or cause of action by the Debtors or any party in interest (including, without limitation, any successor of any Debtor (including any

chapter 7 or 11 trustee appointed or elected for the Debtors)) to avoid (whether under chapter 5 of the Bankruptcy Code or otherwise) the June 28 Repayment or otherwise to have the June 28 Repayment disgorged, repaid or returned to the Debtors or any other party, shall be (and shall be deemed to be) irrevocably and forever waived and released. For the avoidance of doubt, upon receipt, such amounts refunded to the Treasury Fund shall be deemed to be Disputed Cash.

4. Termination Event. Notwithstanding anything contained herein, the authority for use of Cash Collateral shall terminate (the "Termination Date") upon the earlier to occur of (i) January 10, 2014, (ii) three business days after notice of the date upon which any Event of Default (as defined below) occurs and is continuing, and (iii) the date that any Debtor shall file a motion seeking any modification or extension of this Final Order without the prior written consent of the Credit Agreement Agent and the holders of sixty-six and two-thirds of the First Lien Obligations held by the members of First Lien Group (the "Requisite First Lien Lenders").

5. Secured Parties' Adequate Protection. The Secured Parties are entitled pursuant to sections 361, 363(c) and 364 of the Bankruptcy Code to adequate protection of their interests in the Prepetition Collateral (including Cash Collateral) solely to the extent of any diminution in the value of the Secured Parties' interest in the Prepetition Collateral from and after the Petition Date in any way resulting from the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, the use, sale, or lease of the Cash Collateral under section 363 of the Bankruptcy Code; provided that payments made during the Cash Collateral Period in accordance with paragraph 5.d shall not be included in the calculation of diminution hereunder. The Credit Agreement Agent and the First Lien Notes Trustee (collectively, the "Collateral Agents"), in each case, on behalf of itself and for the benefit of each of the respective

First Lien Secured Parties, and the Second Lien Notes Trustee, on behalf of itself and for the benefit of each of the Second Lien Secured Parties, are hereby granted, solely to the extent of any diminution in value of their interests in the Prepetition Collateral from and after the Petition Date, the following (collectively, the "Prepetition Adequate Protection Obligations"):

a. Adequate Protection Liens. Valid, binding, enforceable and perfected security interests in and liens upon (the "Adequate Protection Liens") all property, whether now owned or hereafter acquired or existing and wherever located, of each Debtor and each Debtor's "estate" (as created pursuant to section 541(a) of the Bankruptcy Code), property of any kind or nature whatsoever, real or personal, tangible or intangible, and now existing or hereafter acquired or created, including, without limitation, all cash, accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of each Debtor, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries (including the Debtors' equity interests comprising 35% of the non-Debtor international subsidiaries to the extent there are no material adverse tax consequences as reasonably determined by the Debtors, the Credit Agreement Agent and the Requisite First Lien Lenders in consultation with the Committee), money, investment property, and causes of action (including causes of action arising under section 549 of the Bankruptcy Code and any related action under section 550 of the

Bankruptcy Code), Cash Collateral, and all cash and non-cash proceeds, rents, products, substitutions, accessions, and profits of any of the collateral described above, documents, vehicles, intellectual property, securities, partnership or membership interests in limited liability companies and capital stock, including, without limitation, the products, proceeds and supporting obligations thereof, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located (all such property, other than the Prepetition Collateral in existence immediately prior to the Petition Date, being collectively referred to as, the "Postpetition Collateral" and collectively with the Prepetition Collateral, the "Collateral"), which liens and security interests shall be senior to any and all others liens and security interests, but subject and subordinate to (A) the Carve Out (as defined below) and (B) valid and enforceable liens and encumbrances in the Prepetition Collateral that were perfected prior to the Petition Date, that were made expressly senior to the applicable First Lien Secured Parties' liens under the applicable First Lien Documents, that are valid, perfected, enforceable and non-avoidable as of the Petition Date and that are not subject to avoidance, reduction, disallowance, disgorgement, counterclaim, surcharge, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; provided, however, that, no Adequate Protection Lien shall attach to any causes of action under sections 502(d), 544, 545, 547, 548, 550 (other than in respect of causes of action under section 549), 551 or 553 of the Bankruptcy Code (the "Avoidance Actions") or proceeds thereof or property or cash recovered pursuant to an Avoidance Action, whether by settlement, judgment or otherwise. For the avoidance of doubt, the Avoidance Actions and proceeds of Avoidance Actions shall not constitute Postpetition Collateral. The Adequate Protection Liens granted to the Credit Agreement Agent and the First Lien Notes Trustee (collectively, the "First Priority Adequate Protection Liens") shall be *pari passu* with one another, and the Adequate

Protection Liens granted to the Second Lien Notes Trustee shall be junior and subordinate to the First Priority Adequate Protection Liens as provided in that certain Second Lien Intercreditor Agreement dated as of July 5, 2012 among Cengage Learning Acquisitions, Inc. (f/k/a TL Acquisitions, Inc.), as Borrower, Cengage Learning Holdco, Inc. (f/k/a TL US Holdco, Inc.,), as Holdings, Cengage Learning Holdings II, L.P. (f/k/a TL Holdings II L.P.), as Parent, JPMorgan Chase Bank, N.A., as Senior Representative for the Credit Agreement Secured Parties, CSC Trust Company of Delaware, as successor Representative for the Initial Second Priority Debt Parties, The Bank of New York Mellon, as Representative for the Additional Senior Debt Parties under the 11.5% Senior Secured Notes Indenture, and each additional Representative from time to time party thereto (the "Second Lien Intercreditor Agreement"). For the avoidance of doubt, such Adequate Protection Liens shall be deemed to be effective and perfected automatically as of the Petition Date and without the necessity of the execution by the Debtors, or the filing of, as applicable, mortgages, security agreements, pledge agreements, financing statements, state or federal notices, recordings (including, without limitation, any recordings with the United States Copyright Office) or other agreements and without the necessity of taking possession or control of any Collateral. Except as otherwise provided herein, under no circumstances shall the Adequate Protection Liens be made subordinate to the lien of any other party, no matter when arising. Notwithstanding anything to the contrary contained herein, the First Lien Secured Parties reserve all of their rights to assert claims pursuant to section 507(b) of the Bankruptcy Code.

b. Channel Center Lease. Notwithstanding anything to the contrary in the Motion, the Interim Order or this Final Order, neither the Postpetition Collateral shall include, nor the Adequate Protection Liens shall attach to, that certain lease between Cengage Learning

Acquisitions, Inc. and Cengage Learning, Inc., as tenant, and BCSP 10/20 Channel Center Property LLC, as landlord (the "Channel Center Landlord"), dated September 8, 2008 (as amended, the "Channel Center Lease"), or any of such relevant Debtors' rights or interests thereunder, unless, at the request of the Credit Agreement Agent, this Court later orders that applicable non-bankruptcy law or the Bankruptcy Code renders unenforceable the provisions in the Channel Center Lease (without limitation, Article 15 thereof) that prohibit, restrict, or would be breached as a result of, a grant of a security interest in the Channel Center Lease or the tenants' rights and interests thereunder; provided that should the Court later so order, such security interest shall relate back to, and hereby shall be deemed to have been granted on, the date of entry of the Interim Order. All rights, defenses and arguments of Channel Center Landlord, the Credit Agreement Agent and any other party in interest in favor of, or in opposition to, any such request by the Credit Agreement Agent are hereby preserved. Notwithstanding the foregoing, the Adequate Protection Liens shall in all events attach to all proceeds, products, offspring, or profits from all sales, transfers, dispositions, or monetizations of Debtors' interest in the Channel Center Lease.

c. Superpriority Claims. An allowed superpriority administrative expense claim pursuant to sections 503(b), 507(a) and 507(b) of the Bankruptcy Code as provided for in section 507(b) of the Bankruptcy Code (the "Superpriority Claim"). The Superpriority Claim shall be subject and subordinate only to the Carve-Out, and shall be an allowed claim against each of the Debtors (jointly and severally) with priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or

other claims arising under any other provision of the Bankruptcy Code, including, without limitation, sections 105, 326, 327, 328, 330, 331, 503(b), 507(a), 507(b), or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy or attachment. The Superpriority Claim, shall be payable from and have recourse to the proceeds of the Avoidance Actions; provided that the Committee reserves the right to seek a determination that the Superpriority Claim shall not be payable from or have recourse to any proceeds of Avoidance Actions in respect of any Disputed Copyrights, and the First Lien Secured Parties reserve all of their rights and defenses with respect thereto. The Superpriority Claim granted to the Credit Agreement Agent and the First Lien Notes Trustee (collectively, the "First Priority Superpriority Claims") shall be *pari passu* with one another, and the Superpriority Claim granted to the Second Lien Notes Trustee (the "Second Priority Superpriority Claims") shall be immediately junior to the First Priority Superpriority Claims. Subject to the terms of this Final Order, the allowed Superpriority Claim also shall be payable from and have recourse to all unencumbered pre- and post-petition property of the Debtors. Other than the Carve-Out, no cost or expense of administration under sections 105, 503 or 507 of the Bankruptcy Code or otherwise, including any such cost or expense resulting from or arising after the conversion of any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code, shall be senior to, or *pari passu* with, the First Priority Superpriority Claims.

d. Fees and Expenses. Upon ten (10) days after receipt of invoices therefor, payment, without further order of, or application to, the Court or notice to any party, of all outstanding prepetition and all postpetition (a) reasonable and documented fees and expenses incurred by the First Lien Group, including, without limitation, the reasonable and documented fees and expenses incurred by Milbank, Tweed, Hadley & McCloy LLP, as counsel to the First

Lien Group, and Houlihan Lokey Capital, Inc., as financial advisors to the First Lien Group and (b) reasonable and documented fees and expenses incurred by the Credit Agreement Agent, including, without limitation, the reasonable and documented fees and expenses incurred by Davis Polk & Wardwell LLP, as counsel to the Credit Agreement Agent, and Blackstone Advisory Partners L.P., as financial advisors to the Credit Agreement Agent and (c) reasonable and documented fees and expenses of the First Lien Notes Trustee, including, without limitation, the reasonable and documented fees and expenses incurred by Katten Muchin Rosenman LLP, as counsel to the First Lien Notes Trustee; provided, however, that all such fees and expenses provided for in this paragraph 5d shall be satisfied solely from Cash Collateral (and not, for the avoidance of doubt, satisfied from Disputed Cash); provided; further, that a copy of each invoice submitted to the Debtors after the date hereof for professional fees and expenses (to the extent incurred by such professionals after the Petition Date), the payment of which is authorized by this paragraph 5d (such fees and expenses, the "First Lien Professional Fees"), shall be substantially simultaneously sent to the U.S. Trustee and the Committee (collectively, the "Professional Fee Notice Parties"). The invoices submitted by Milbank, Tweed, Hadley & M^{c}Cloy LLP, Davis Polk & Wardwell LLP and Katten Muchin Rosenman LLP for such First Lien Professional Fees shall include the number of hours billed, and the invoices for such First Lien Professional Fees submitted to each Professional Fee Notice Party shall include a reasonably detailed description of the services provided and the expenses incurred by the applicable professional; provided, however, that any such invoice (i) may be redacted to protect privileged, confidential or proprietary information and (ii) shall not be required to contain individual time detail. The Debtor and the Professional Fee Notice Parties shall have 10 days after receipt of the applicable invoice to submit (to the applicable professional, the Debtors and

the Professional Fee Notice Parties) a written objection to the reasonableness of such First Lien Professional Fees, which must contain a specific basis for the objection and quantification of the undisputed amount of the fees and expenses invoiced, and failure to object with specificity or to quantify the undisputed amount of the invoice subject to such objection will constitute a waiver of any objection to such invoice. None of the First Lien Professional Fees shall be subject to Court approval or required to be maintained in accordance with the fee and expense guidelines established by the United States Trustee, and no recipient of any payment on account thereof shall be required to file with respect thereto any interim or final fee application with the Court. Payment of First Lien Professional Fees shall not be delayed based on any objections thereto, and the relevant professional shall only be required to disgorge amounts objected to within such 10-day period upon being "so ordered" pursuant to a final non-appealable order of this Court. All payments of First Lien Professional Fees shall be without prejudice to (i) any rights of the Committee or any other parties in interest to assert that payments should be recharacterized or reallocated pursuant to section 506(b) of the Bankruptcy Code as principal payments of First Lien Obligations, and (ii) any rights and defenses of any party with respect thereto.

e. Reporting and Budget Compliance. The Debtors shall comply with the Approved Budget, the initial version of which is attached to the Interim Order as Exhibit A thereto (the "Initial Approved Budget"). Every four weeks, the Debtors shall deliver an updated budget for the following 13-week period (each a "Proposed Budget") (with the first Proposed Budget having been delivered during the week of July 22, 2013) to the advisors to the Credit Agreement Agent, advisors to the Committee, advisors to the Second Lien Notes Trustee and the advisors to the First Lien Group, in each case on a professional eyes' only basis; provided that the Proposed Budget may be shared with Credit Agreement Agent and the Committee. Every week

(beginning with the first full week after the Petition Date), on the third business day of such week, the Debtors shall deliver to the advisors to the Credit Agreement Agent, the advisors to the Committee, advisors to the Second Lien Notes Trustee and the advisors to the First Lien Group, in each case on a professional eyes' only basis, a weekly variance report from the previous week comparing the actual cash receipts and disbursements of the Debtors with the receipts and disbursements in the Approved Budget (the "Budget Variance Report"); provided that the Budget Variance Report may be shared with the Credit Agreement Agent and the Committee. The Debtors shall ensure that at no time shall any of the following occur: (i) an unfavorable variance by the lesser of (x) $30 million or (y) 20% or more from the "Total Receipts" line item in the Approved Budget, tested every other week on a cumulative rolling four (4) week basis; (to begin on the fifth week); (ii) an unfavorable variance by 15% or more from the "Total Disbursements", tested every other week on a cumulative rolling four (4) week basis (such cumulative rolling basis to begin on the fifth week), provided, that, "Total Disbursements" shall include any disbursements made by the Debtors (including, but not limited to, any payments, expenditures or advances) other than (a) professional fees and expenses related to adequate protection and (b) professional fees and expenses relating to administration of these Chapter 11 Cases. The Initial Approved Budget will be the first Approved Budget for reporting and permitted variance purposes. Each Proposed Budget provided to the advisors to the Credit Agreement Agent and the advisors to the First Lien Group shall be of no force and effect unless and until it is approved by such advisors and until such approval is given, which approval shall not be unreasonably withheld, the prior Approved Budget shall remain in effect. The advisors to the Credit Agreement Agent and the advisors to the First Lien Group shall approve or reject each Proposed Budget within one week after delivery by the Debtors to such parties (and such parties

shall be deemed to have approved the Proposed Budget upon the passage of one week with no objection by either such party). Any such Proposed Budget, upon the approval of the advisors to the Credit Agreement Agent and the advisors to the First Lien Group shall become, as of the date of such approval and for the period of time covered thereby, the Approved Budget, and shall prospectively replace any prior Approved Budget, and the summary of such Approved Budget, substantially in the form of Exhibit A hereto shall be made public.

f. Access to Records. In addition to, and without limiting, whatever rights to access the First Lien Secured Parties have under their respective First Lien Documents, upon reasonable notice, at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the First Lien Secured Parties (i) to have access to and inspect the Debtors' properties, (ii) to examine the Debtors' books and records, and (iii) to discuss the Debtors' affairs, finances, and condition with the Debtors' officers and financial advisors.

g. Right to Seek Additional Adequate Protection. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the First Lien Secured Parties to request additional forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request.

6. Events of Default. The occurrence and continuance prior to the Termination Date of any of the following events shall constitute an event of default (collectively, the "Events of Default"):

a. termination of the prepetition restructuring support agreement entered into by the First Lien Group and the Credit Agreement Agent dated as of July 2, 2013 (the "Restructuring Support Agreement") other than any such termination that is on account of (i) section 5.01(b) of

the Restructuring Support Agreement, (ii) section 5.01(a) of the Restructuring Support Agreement (solely to the extent that the applicable Lender Termination Event (as defined in the Restructuring Support Agreement) is the result of a plan of reorganization filed by the Debtors not being an Agreed Restructuring Plan (as defined in the Restructuring Support Agreement) due to such plan classifying and treating Disputed Copyrights (as defined herein) as Disputed Copyrights (as defined in the Restructuring Support Agreement) (such plan a "Deemed Agreed Restructuring Plan"), (iii) section 5.01(a)(i) of the Restructuring Support Agreement or (iv) 5.01(a)(iii) of the Restructuring Support Agreement (solely in respect of a failure by the Debtors to comply with (1) sections 3.01(a)(i) or 3.01(a)(v) of the Restructuring Support Agreement (solely to the extent that the Debtors would be in compliance with the applicable section were each reference to an "Agreed Restructuring Plan" therein instead to refer to a Deemed Agreed Restructuring Plan), (2) section 3.01(a)(viii) of the Restructuring Support Agreement (solely to the extent that the Debtors would be in compliance with such section were the reference to a "Cash Collateral Order" therein instead to refer to this Final Order), (3) section 3.02(b) of the Restructuring Support Agreement or (4) 3.02(c)(ii) of the Restructuring Support Agreement);

b. the Debtors shall not have filed with the Court a plan of reorganization in form and substance consistent with the Restructuring Support Agreement (or a Deemed Agreed Restructuring Plan) and acceptable to the Credit Agreement Agent and the Requisite First Lien Lenders (the "Plan") and a disclosure statement in form and substance acceptable to the Credit Agreement Agent and the Requisite First Lien Lenders with respect thereto (the "Disclosure Statement") on or before August 16, 2013;

c. the effective date of the Plan shall not have occurred on or before December 31, 2013;

d. the Court shall have entered an order dismissing any of the Chapter 11 Cases;

e. the Court shall have entered an order converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

f. the Court shall have entered an order appointing a chapter 11 trustee, responsible officer, or any examiner with enlarged powers relating to the operation of the businesses in the Chapter 11 Cases, unless consented to in writing by the Credit Agreement Agent and the Requisite First Lien Lenders; provided, however, that nothing herein shall preclude any party from seeking to appoint an examiner;

g. the Court shall have entered an order granting relief from the automatic stay to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any of the Debtors' assets which have an aggregate value in excess of $50,000,000;

h. the Court shall have entered an order (i) reversing, amending, supplementing, vacating, or otherwise modifying this Final Order without the consent of the Credit Agreement Agent and the Requisite First Lien Lenders or (ii) avoiding or requiring repayment of any portion of the payments made pursuant to the terms hereof;

i. five days after notice provided by, as applicable, the Credit Agreement Agent, the First Lien Notes Trustee or the affected First Lien Secured Party that the Debtors have failed to make any payment to any First Lien Secured Party when due under the terms hereof;

j. five days after notice provided by the Credit Agreement Agent or the First Lien Group to the Debtors that the Debtors have failed to comply with the Approved Budget

(including any variance) or any other material terms hereof (and the Debtors shall promptly provide any such notice to counsel for the Committee);

k. the Debtors shall have filed a motion seeking to create any postpetition liens or security interests other that those granted or permitted pursuant hereto; and

l. the Debtors lose the exclusive right to file and solicit acceptances of a plan of reorganization; or

m. (i) the Debtors shall withdraw or revoke the Plan, or file, propound or otherwise support any plan of reorganization other than the Plan (as it may be amended in accordance with the Restructuring Support Agreement), or (ii) other creditors of the Debtors shall file a plan of reorganization other than the Plan (as it may be amended in accordance with the Restructuring Support Agreement).

7. Rights and Remedies Upon Event of Default. Upon occurrence of an Event of Default and following the giving of ten (10) business days' notice to the Debtors, the United States Trustee, the Committee, and the Second Lien Notes Trustee (the "Notice Period"), the First Lien Secured Parties may exercise the remedies available to them under this Final Order and applicable non-bankruptcy law provided that the Debtors' right, if any, to use Cash Collateral shall terminate in accordance with paragraph 4. Unless the Court orders otherwise during the Notice Period, the automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically terminated at the end of the Notice Period, without further notice or order of the Court and the First Lien Secured Parties shall be permitted to exercise all rights and remedies set forth in this Final Order, the First Lien Documents, and as otherwise available at law without further order or application or motion to the Court, and without restriction or restraint by any stay under section 362 or 105 of the Bankruptcy Code; provided (other than to

the extent necessary to terminate the Debtors' right to use Cash Collateral in accordance with paragraph 4 hereof) that the automatic stay shall not be automatically terminated upon expiration of the Notice Period after an Event of Default solely as a result of termination of the Restructuring Support Agreement pursuant to section 5.01(a)(x) thereof; provided further that, absent further order of the Court, the automatic stay shall not be automatically terminated upon the expiration of the Notice Period after an Event of Default with respect to, and the First Lien Secured Parties shall not be permitted to exercise rights or remedies against, any particular Disputed Collateral (i) prior to the Investigation Termination Date or (ii) during the pendency of any timely filed adversary proceeding or contested matter that is properly asserted in accordance with paragraph 8 with respect to such Disputed Collateral. Notwithstanding the foregoing, the Debtors, the Committee and any other parties in interest may seek, within the Notice Period, an expedited hearing before the Court for the purpose of, among other things, considering (i) whether in fact an Event of Default or other violation of this Final Order has occurred and is continuing, (ii) any request by the Debtors to use Cash Collateral without the consent of the Secured Parties, or (iii) any request to enter an order preventing the termination of the automatic stay. Notwithstanding anything herein to the contrary, the automatic stay pursuant to section 362 of the Bankruptcy Code shall be automatically terminated for the purposes of giving any notice contemplated hereunder, under any of the Lien Documents or under the Restructuring Support Agreement by the Credit Collateral Agent or the First Lien Secured Parties.

8. Effect of Stipulations on Third Parties and Validity of First Priority Liens and First Lien Obligations. The stipulations and admissions contained in this Final Order, including, without limitation, in paragraph E of this Final Order, shall be binding upon the Debtors and their affiliates and any of their respective successors (including, without limitation,

any chapter 7 or chapter 11 trustee appointed or elected for the Debtor) in all circumstances. The (a) Debtors' stipulations and admissions contained in this Final Order, including, without limitation, in paragraph E of this Final Order, shall be binding upon all other parties in interest, including, without limitation, the Committee and any other person or entity acting on behalf of any Debtor's estate, (b) First Lien Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense or avoidance, for all purposes in the Case and any subsequent chapter 7 case, (c) liens and security interests securing the First Lien Obligations shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected, not subject to recharacterization, subordination or avoidance, (d) First Lien Obligations, the liens and security interests securing the First Lien Obligations, and the First Lien Secured Parties shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of any Debtor's estate, including, without limitation, any successor thereto (including any chapter 7 or 11 trustee appointed or elected for the Debtors (clauses (a) through (d), collectively, the "Binding Stipulations"), in each case, unless and except to the extent that, (i) the Debtor or a party in interest with standing has timely filed an adversary proceeding or contested matter by no later than November 10, 2013 or such later date (x) as has been agreed to, in writing, by the Credit Agreement Agent, the First Lien Notes Trustee, and the Requisite First Lien Lenders in their sole discretion or (y) has been ordered by the Court for cause shown (the "Investigation Termination Date"), (ii) such adversary proceeding or contested matter (1) challenges the validity, enforceability, priority or extent of the First Lien Obligations, (2) challenges the validity, perfection, or enforceability of liens or security interests under the First Lien Documents, or (3) otherwise asserts or prosecutes any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any

other claims, counterclaims or causes of action, objections, contests or defenses whether or not released by the Debtors under paragraph E (collectively, "Claims and Defenses") against any of the First Lien Secured Parties or their affiliates, representatives, attorneys or advisors in connection with matters related to the Lien Documents or the Prepetition Collateral, and (iii) there is a final order sustaining any such challenge or claim in any such timely filed adversary proceeding or contested matter; provided that any challenge or claim shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Investigation Termination Date shall be forever deemed waived, released and barred; provided, further, that any party in interest (other than the Debtors) shall and shall be deemed to have irrevocably waived the right to assert any such challenge or claim unless such party in interest has standing or files a motion with the Court seeking standing to assert such challenge or claim on or before October 15, 2013 and has or has been granted standing to assert such challenge or claim by order of the Court entered on or before October 30, 2013, in each case, as such dates may be extended (x) in writing, by the Credit Agreement Agent, the First Lien Notes Trustee, and the Requisite First Lien Lenders in their sole discretion or (y) by order of the Court for cause shown. If no such adversary proceeding or contested matter is timely filed, the Binding Stipulations shall be binding upon the Debtors and all other parties in interest, including, without limitation, the Committee and any other person or entity acting on behalf of any Debtor's estate or seeking to exercise the rights of any Debtor's estate. If any such adversary proceeding or contested matter is timely filed, the Binding Stipulations shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on the Committee and on any other person or entity, except to the extent that such findings and admissions were expressly challenged in such adversary proceeding or contested matter prior to

the Investigation Termination Date. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee, standing or authority to pursue any cause of action derivatively on behalf of the Debtors or their estates, including, without limitation, Claims and Defenses with respect to the First Lien Documents or the First Lien Obligations, and an order of the Court conferring such standing on the Committee or other party in interest shall be a prerequisite for the prosecution of a challenge by the Committee or such other party in interest. Nothing in this paragraph 8 shall (i) prejudice the right of the Committee or any other parties, in each case with standing, to seek recharacterization or reallocation of payments made pursuant to section 506(b) to or on behalf of the Secured Parties under paragraph 5(d) as principal payments of First Lien Obligations, (ii) release or waive or be deemed to release or waive any claim, cause of action or right against any Affiliated Lender or any Affiliated Institutional Lender or any affiliate of Insider of the Debtors, including but not limited to the Apax Entities, including without limitation, as a First Lien Secured Party, (iii) to release or waive or be deemed to release or waive any claim or cause of action in respect of the allowance, recharacterization, or equitable subordination of any intercompany claims or (iv) prejudice the right of the Committee or any other parties to seek to substantively consolidate the estates of any of the Debtors.

9. Carve-Out. The liens, security interests, and superpriority claims granted herein, including the Adequate Protection Liens, any Superpriority Claims, the Prepetition Liens, and any other liens, claims, or interest of any person, including but not limited to the Secured Parties, shall be subject and subordinate to the Carve-Out. "Carve-Out" shall mean, upon the Termination Date, the sum of (i) all fees required to be paid to the clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code

plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) fees and expenses of up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all unpaid fees, costs and expenses (the "Professional Fees") incurred by persons or firms retained by the Debtors or the Committee pursuant to section 327, 328, or 363 of the Bankruptcy Code, (collectively, the "Professional Persons") and the reimbursement of out-of-pocket expenses, to the extent allowed at any time, incurred by any member of the Committee (but excluding fees and expenses of third-party professionals employed by any such member of the Committee) (the "Committee Expenses"), in each case before or on the date of delivery by the Credit Agreement Agent (and the Debtors shall promptly provide such notice to counsel to the Second Lien Notes Trustee) of a Carve-Out Trigger Notice (as defined below) to the Debtors and the Committee, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the "Pre-Trigger Date Fees"); and (iv) after the date of delivery of the Carve-Out Trigger Notice (the "Trigger Date"), to the extent incurred after the Trigger Date allowed at any time thereafter, whether by interim order, procedural order or otherwise, the payment of Committee Expenses, Professional Fees of Professional Persons and any appointed consumer privacy ombudsman (the "Ombudsman") and its retained professionals, in an aggregate amount not to exceed $4,000,000, (the amount set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean notice by the Credit Agreement Agent to the Debtors, its lead counsel, the United States Trustee, and lead counsel for the Committee, delivered upon the occurrence of a Termination Date under this Final Order, stating that the Post-Carve Out Trigger Notice Cap has been invoked. For the avoidance of doubt and

notwithstanding anything to the contrary herein or in any prepetition loan or financing documents, the Carve-Out shall be senior to all liens and claims, including the Adequate Protection Liens, any Superpriority Claims, the Prepetition Liens, and any other liens, claims, or interest of any person. On the day on which a Carve-Out Trigger Notice is given to the Debtors, such Carve-Out Trigger Notice also shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an aggregate amount equal to the accrued and unpaid Pre-Trigger Date Fees, and the Debtors shall deposit and hold any such amounts in a segregated account in trust for the Professional Persons (the "Carve-Out Reserve") (it being understood that the Secured Parties shall have a lien and security interest in any residual amount of such segregated account to the extent such residual amount was not funded with Unencumbered Cash, including any Disputed Cash that is ultimately determined to be Unencumbered Cash). After the Carve-Out Reserve has been fully funded for Pre-Trigger Date Fees, the Debtors may escrow additional monies in an amount not to exceed in the aggregate the lesser of (x) the amount of projected Committee Expenses and Professional Fees reasonably and in good faith anticipated by the Debtors to be incurred by the Debtors and the Committee for the immediately succeeding 30-day period and (y) the Post-Carve Out Trigger Cap (the "Additional Reserved Funds"), and such Additional Reserved Funds shall reduce on a dollar for dollar basis the Post-Carve Out Trigger Notice Cap; provided, however, that notwithstanding anything herein to the contrary, the Carve-Out, the Pre-Trigger Date Fees, the Post-Carve-Out Trigger Cap, and any amounts used to fund any applicable Carve-Out Reserve, in each case shall be satisfied (and shall be deemed to have been satisfied) from Unencumbered Cash, Disputed Cash and/or Cash Collateral in accordance with the provisions of paragraphs 2 and 10 hereof.

10. Limitation of Use of Collateral. No proceeds of the Prepetition Collateral, Cash Collateral, the Postpetition Collateral (to the extent it constitutes proceeds of Prepetition Collateral or Cash Collateral or there has been diminution in value of the Prepetition Collateral or Cash Collateral) or the Carve-Out shall be used for the purpose of: (a) investigating, objecting to, challenging or contesting in any manner, or in raising any defenses to, the amount, validity, extent, perfection, priority or enforceability of the Secured Obligations, or any liens or security interests with respect thereto, or any other rights or interests of any of the Secured Parties, whether in their capacity as such or otherwise, including with respect to the Adequate Protection Liens, or in asserting any claims or causes of action against any of the Secured Parties (whether in their capacity as such or otherwise), including, without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550, or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (b) seeking to have confirmed any plan of reorganization, plan of liquidation, or asset sale, that is not supported by the Credit Agreement Agent and the Requisite First Lien Lenders; (c) seeking to modify any of the rights granted to the Secured Parties hereunder; (d) preventing, hindering or otherwise delaying the Secured Parties' assertion, enforcement or realization upon any Collateral in accordance with the Lien Documents and this Final Order; or (e) paying any amount on account of any claims arising before the Petition Date unless such payments are approved by an order of this Court; provided that any Professional Fees in respect of any investigation, negotiation or litigation relating to Disputed Collateral incurred by any Professional Person retained by the Debtors or the Committee (i) prior to the date (if any) on which Disputed Cash is determined to be Cash Collateral (by final, non-appealable order) and (ii) that are not payable from Cash Collateral pursuant to clause (a) of this paragraph 10 (such Professional Fees, the "Pre-Determination Date Fees"), may, to the extent

there is no readily ascertainable and available Unencumbered Cash, be satisfied from Disputed Cash, including the Treasury Fund; provided further that up to $250,000 of Cash Collateral (the "Committee Investigation Budget") shall be made available to the Committee for Professional Fees incurred in connection with any investigation by the Committee of the validity, perfection, enforceability, avoidability, subordination or recharacterization of the Prepetition Liens, the Prepetition Obligations, or other claims against the First Lien Secured Parties (such Professional Fees, the "Investigation Fees"); provided, further, however, that (i) Investigation Fees shall be satisfied (and shall be deemed to have been satisfied) *first* from any Unencumbered Cash, *second* from Disputed Cash and *third* from Cash Collateral and (ii) any Pre-Determination Date Fees satisfied from the Treasury Fund shall be charged against and reimbursed from Unencumbered Property, to the extent of any Unencumbered Property; provided, further, that any Investigation Fees satisfied (or deemed to have been satisfied), whether by Unencumbered Cash, Disputed Collateral or Cash Collateral, shall reduce dollar for dollar the Committee Investigation Budget. The First Lien Secured Parties reserve the right to object to, contest or otherwise challenge any claim incurred in connection with any activities described above (other than as permitted in connection with the Committee Investigation Budget in an amount not exceeding such Committee Investigation Budget) on the ground that such claim should not be allowed, treated or payable as an administrative expense claim for purposes of section 1129(a)(9)(A) of the Bankruptcy Code. Notwithstanding anything to the contrary in this Final Order, the Professional Fees of Professional Persons not permitted to be paid out of Cash Collateral and not otherwise provided for under the Final Order, may be paid from Unencumbered Cash.

11. No Waiver of First Lien Secured Parties' Rights; Reservation of Rights. Notwithstanding any provision in this Final Order to the contrary, this Final Order is without

prejudice to, and does not constitute a waiver of, expressly or implicitly, any of the First Lien Secured Parties' rights with respect to any person or entity other than the Debtors or with respect to any other collateral owned or held by any person or entity other than the Debtors. The rights of the First Lien Secured Parties are expressly reserved and entry of this Final Order shall be without prejudice to, and does not constitute a waiver, expressly or implicitly, of:

a. the First Lien Secured Parties' rights under any of the First Lien Documents;

b. the First Lien Secured Parties' rights to seek any other or supplemental relief in respect of the Debtors;

c. the First Lien Secured Parties' rights to seek modification of the grant of adequate protection provided under this Final Order so as to provide different or additional adequate protection at any time;

d. any of the First Lien Secured Parties' rights under the Bankruptcy Code or under non-bankruptcy law including, without limitation, to the right to: (i) request modification of the automatic stay of section 362 of the Bankruptcy Code; (ii) request dismissal of the Chapter 11 Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with extended powers, or (iii) propose, subject to section 1121 of the Bankruptcy Code, a chapter 11 plan or plans;

e. any of the First Lien Secured Parties' right to credit bid up to the full amount of any remaining First Lien Obligations that are allowed claims in the sale of any Prepetition Collateral or pursuant to (i) section 363 of the Bankruptcy Code, (ii) a plan of reorganization or a plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under section 725 of the Bankruptcy Code; or

f. any other rights, claims, or privileges (whether legal, equitable, or otherwise) of the First Lien Secured Parties, including, without limitation, any claim the First Lien Secured Parties may have, pursuant to section 506(a) of the Bankruptcy Code, in excess of the value of their interests in the Collateral (and, except as expressly limited by paragraph 8 hereof, all parties in interest reserve their rights to object, in whole or in part, to the allowability and/or priority of any such claim should such claim exist).

12. Further Assurances. The Debtors shall execute and deliver to the Collateral Agents and the First Lien Group all such agreements, financing statements, instruments, and other documents as they may reasonably request to evidence, confirm, validate, or evidence the perfection of the Adequate Protection Liens granted pursuant hereto.

13. Compliance With Credit Agreement Covenants. Upon the reasonable request of the Credit Agreement Agent and Required Consenting Lenders, the Debtors shall comply with the reporting requirements contained in the First Lien Loan Documents subject to such reasonable request; provided that the Debtors shall comply with the reporting requirements contained in section 2.04(e) of that certain Intellectual Property Security Agreement dated as of July 5, 2007, which shall be provided during the Chapter 11 Cases on no less than a monthly basis.

14. 506(c) Waiver. No costs or expenses of administration which have been or may be incurred at any time during the Cash Collateral Period shall be charged against any First Lien Secured Party, any of the First Lien Obligations, any of their respective claims, or the Collateral pursuant to sections 506(c) or 105(a) of the Bankruptcy Code, or otherwise, without the prior written consent of the Credit Agreement Agent and the Requisite First Lien Lenders,

and no such consent shall be implied from any other action, inaction, or acquiescence by any of the First Lien Secured Parties or their respective representatives.

15. Restrictions on Granting Postpetition Claims and Liens. No claim or lien that is *pari passu* with or senior to the claims and liens of any of the First Lien Secured Parties shall be offered by any Debtor, or granted, to any other person, except in connection with any financing used to pay in full the claims of the First Lien Secured Parties.

16. Automatic Effectiveness of Liens. The Adequate Protection Liens shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable, and effective by operation of law as of the Petition Date, having the priority set forth in paragraph 4 of this Final Order, without any further action by the Debtors or the First Lien Secured Parties and without the necessity of execution by the Debtors, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, filings with the U.S. Patent and Trademark Office, the U.S. Copyright Office, or the Library of Congress, or other documents or the taking of any other actions. If either of the Collateral Agents hereafter requests that the Debtors execute and deliver to them financing statements, security agreements, collateral assignments, mortgages, or other instruments and documents considered by such agent to be reasonably necessary or desirable to further evidence the perfection of the Adequate Protection Liens or the Pre-Petition First Priority Liens, as applicable, the Debtors are hereby directed to execute and deliver such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents, and the Collateral Agents are hereby authorized to file or record such documents in their discretion without seeking modification of the automatic stay under section 362 of the Bankruptcy Code, in

which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of the Interim Order.

17. No Marshaling/Application of Proceeds. The Collateral Agents shall be entitled to apply the payments or proceeds of the Prepetition Collateral in accordance with the provisions of the First Lien Documents and this Final Order, including any related intercreditor agreements, and in no event shall any of the First Lien Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral for the benefit of any non-First Lien Secured Party with respect to any payments or proceeds of the Prepetition Collateral in connection with the exercise of any claims, rights or remedies if the automatic stay is terminated as and to the extent permitted by the terms and conditions of this Final Order; provided that the Committee retains the right to seek "marshaling", including with respect to the order or sequence of enforcement of the Adequate Protection Liens or Adequate Protection Claims on an asset-by-asset and/or debtor-by-debtor basis, and the First Lien Secured Parties retain all rights, claims, and defenses with respect thereto.

18. Proofs of Claim. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, none of the Credit Agreement Agent, the First Lien Notes Trustee or any of the First Lien Secured Parties shall be required to file any proof of claim with respect to any of the First Lien Obligations or any obligations hereunder, all of which shall be due and payable in accordance with the First Lien Documents or this Final Order, as applicable, without the necessity of filing any such proof of claim, and the failure to file any such proof of claim shall not affect the validity or enforceability of any of the First Lien Documents, this Final Order, the First Lien Obligations or any other obligations hereunder, or prejudice or

otherwise adversely affect the First Lien Secured Parties' rights, remedies, powers, or privileges under the First Lien Documents or this Final Order, provided that, for the avoidance of doubt, the filing of any proof of claim or amendment of such proof of claim by the Credit Agreement Agent or the First Lien Notes Trustee shall not in any way prejudice or otherwise adversely affect the First Lien Secured Parties' rights, remedies, powers, or privileges under the First Lien Documents or this Final Order.

19. Letters of Credit. The Credit Agreement Agent, with the consent of the Debtors, is authorized but not required to renew or extend any Letter of Credit (as defined in the Credit Agreement), and the Debtors' obligations with respect to any such renewed or extended Letter of Credit shall constitute Obligations (as defined in the Credit Agreement), and the Debtors are hereby authorized to take such action, including the execution of any waivers, consents or other agreements, that the Debtors deem necessary or appropriate in connection with such renewal or reissuance.

20. Binding Effect. Subject to paragraph 8 of this Final Order, the provisions of this Final Order shall be binding upon and inure to the benefit of the Secured Parties to the extent and as set forth herein, the Debtors, the Committee, and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors). To the extent permitted by applicable law, this Final Order shall bind any trustee hereafter appointed for the estate of any of the Debtors, whether in these Chapter 11 Cases or in the event of the conversion of any of the Chapter 11

Cases to a liquidation under chapter 7 of the Bankruptcy Code. Such binding effect is an integral part of this Final Order.

21. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive the entry of any order: (i) confirming any plan of reorganization in any of the Chapter 11 Cases, (ii) converting any of the Chapter 11 Cases to a chapter 7 case, or (iii) dismissing any of the Chapter 11 Cases, and, with respect to the entry of any order as set forth in clause (ii) or (iii) of this paragraph 21, the terms and provisions of this Final Order as well as the Adequate Protection Liens and Superpriority Claim shall continue in full force and effect notwithstanding the entry of any such order.

22. Effect of Dismissal of Chapter 11 Cases. If any of the Chapter 11 Cases is dismissed, converted, or substantively consolidated, such dismissal, conversion, or substantive consolidation of these Chapter 11 Cases shall not affect the rights of the First Lien Secured Parties under this Final Order, and all of their rights and remedies hereunder shall remain in full force and effect as if the Chapter 11 Cases had not been dismissed, converted, or substantively consolidated. If an order dismissing any of the Chapter 11 Cases is at any time entered, such order shall provide or be deemed to provide (in accordance with Sections 105 and 349 of the Bankruptcy Code) that: (i) subject to paragraph 8 of this Final Order, the Prepetition First Priority Liens, Adequate Protection Liens, and Superpriority Claim granted to and conferred upon the First Lien Secured Parties shall continue in full force and effect and shall maintain their priorities as provided in this Final Order (and that such Superpriority Claim shall, notwithstanding such dismissal, remain binding on all interested parties) and (ii) to the greatest extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such

dismissal, for the purpose of enforcing the Prepetition First Priority Liens, Adequate Protection Liens, and Superpriority Claim referred to in this Final Order.

23. Order Effective. This Final Order shall be effective as of the date of the signature by the Court.

24. No Requirement to Accept Title to Collateral. The First Lien Secured Parties shall not be obligated to accept title to any portion of the Prepetition Collateral in payment of the indebtedness owed to them by the Debtors, in lieu of payment in cash or cash equivalents, nor shall the First Lien Secured Parties be obligated to accept payment in cash or cash equivalents that is encumbered by any interest of any person or entity.

25. Controlling Effect of Final Order. To the extent any provision of this Final Order conflicts or is inconsistent with any provision of the Interim Order, the Motion or any prepetition agreement, the provisions of this Final Order shall control to the extent of such conflict.

Dated: Brooklyn, New York
August 20, 2013

Elizabeth S. Stong
United States Bankruptcy Judge