Form PTO-1594
(Rev 6-93)

MKD 1.19.00

RECORDATIO
TRADE

02-10-2000

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U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Traden ..... or copy thereof.

OIPE JAN 19 2000 PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):

RBI Acquisitions, LLC
270 Skipjack Road
Prince Frederick, MD 20679

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Limited Liability Corporation
☐ Other

Additional name(s) of conveying party(ies) attached? ☐Yes ☒ No

2. Name and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce, as administrative agent
Internal Address:

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017
Country:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: December 10, 1999

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

See attached list

B. Trademark No.(s)

See attached list

Additional numbers attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): $40.00

☒ Enclosed (Check No. 18217)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/09/2000 DCOATES 00000106 2242577
01 FC:481 40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

January 19, 2000
Date

Total number of pages comprising cover sheet and document attachments: 9

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademark	Registration/Serial No.	Registration Date/ Filing Date
Misc. Design	2,242,577	May 4, 1999

** Marks to be acquired from Recorded Books, Inc. on the Closing Date. RBI, LLC will change its name to Recorded Books, LLC post-closing. The name change will be subsequently registered with the Patent and Trademark Office.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 10, 1999, is made by RBI ACQUISITIONS, LLC (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of December 10, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Haights Cross Operating Company, a Delaware corporation (the "Borrower"), the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent (in such capacity, the "Syndication Agent"), the Lead Arranger and the Sole Book Running Manager, the Administrative Agent and Fleet National Bank and Bank One, NA, as the co-documentation agents (in such capacity, the "Co-Documentation Agents"), the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor, as a Subsidiary of the Borrower, has executed and delivered the Subsidiary Security and Pledge Agreement, dated as of December 10, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits, have the meanings provided (or incorporated by reference) in the Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security and Pledge Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative

Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the Disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in any or all of the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RBI ACQUISITIONS, LLC

By_____
Name: Peter J. Quandt
Title: Chairman

CANADIAN IMPERIAL
BANK OF COMMERCE,
as Administrative Agent

By_____
Name: Louise Bell
Title: Managing Director
CIBC World Markets Corp.,
as Agent

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Item B. Trademark Licenses

None.