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05-11-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/2)



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To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

5/10/15

1. Name of conveying party(ies):

FRANKLIN ELECTRONICS PUBLISHERS, INCORPORATED
ONE FRANKLIN PLAZA
BURLINGTON, NEW JERSEY 08016

- Individual(s)
- General Partnership
- Corporation- State: PENNSYLVANIA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) PENNSYLVANIA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) FEBRUARY 25, 2010

- Assignment
- Security Agreement
- Other AMENDED & RESTATED SECURITY AGREEMENT
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: 340 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10173

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other BANKING CORP.

Citizenship PENNSYLVANIA
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
B. Trademark Registration No.(s)
SEE ATTACHED SHEET

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHED SHEET

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

Name: JEANINE MARGIANO, ESQ.

Internal Address: WINDELS MARX LANE & MITTENDORE, LLP

Street Address: 156 WEST 56TH STREET

City: NEW YORK

State: NEW YORK Zip: 10019

Phone Number: 212 237 1198

Fax Number: 212 262 1215

Email Address: JMARGIANO@WINDELSMARX.COM

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Jeanine Margiano

Signature

MARCH 4, 2010

Date

JEANINE MARGIANO, ESQ.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A
FRANKLIN ELECTRONIC PUBLISHERS
U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>
SPELLING ACE	Reg. No. 1,459,047
FRANKLIN	Reg. No. 1,478,400
FRANKLIN LOGO (High Tech Logo)	Reg. No. 1,608,922
NEXT CENTURY	Reg. No. 1,828,823
CONFUSABLES	Reg. No. 1898,747
CLASSMATES	Reg. No. 1,925,234
BOOKMAN	Reg. No. 1,896,789
FRANKLIN (High Tech Logo)	Reg. No. 2,676,279
COMMUNICATOR	Reg. No. 2,849,036
TOUCHFILE	Reg. No. 2,884,957
LANGUAGE LEARNING TOOLBOX	Reg. No. 3337349
ENGLISH IN YOUR POCKET	Reg. No. 3269732
PAGEMARK	Reg. No. 3278073
INGLES EN SU BOLSILLO	Reg. No. 3060768
E-Z FILE	Reg. No. 2952602
SPEAKING SPELLING ACE	Reg. No. 2132170

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To the Director of the U. S. Patent

documents or the new address(es) below.

1. Name of conveying party(ies):

FRANKLIN ELECTRONICS PUBLISHERS, INCORPORATED
ONE FRANKLIN PLAZA
BURLINGTON, NEW JERSEY 08016

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: PENNSYLVANIA
- Other _____

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK NATIONAL ASSOCIATION
Internal
Address: _____
Street Address: 340 MADISON AVENUE
City: NEW YORK
State: NEW YORK
Country: USA Zip: 10173

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____
 Assignment Merger
 Security Agreement Change of Name
 Other AMENDED & RESTATED SECURITY AGREEMENT

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
SEE ATTACHED SHEET

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE ATTACHED SHEET

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

Name: JEANINE MARGIANO, ESQ.
Internal Address: WINDELS MARX LANE & MITTENDORE, L.P.
Street Address: 156 WEST 56TH STREET
City: NEW YORK
State: NEW YORK Zip: 10019
Phone Number: 212 237 1198
Fax Number: 212 262 1215
Email Address: JMARGIANO@WINDENSMARX.COM

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____
Authorized User Name: 03/09/2010 LMUELLER 00000004 1459047

01 FC:8521 48.00 OP
02 FC:8522 MARCH 4, 2010 375.00 OP
Date

9. Signature:

Jeanine P. Margiano
Signature
JEANINE MARGIANO, ESQ.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

**AMENDED AND RESTATED SECURITY AGREEMENT –
TRADEMARKS**

THIS AMENDED AND RESTATED SECURITY AGREEMENT - TRADEMARKS (the “Security Agreement”) is executed as of this 25th day of February, 2010, by and between **FRANKLIN ELECTRONIC PUBLISHERS, INCORPORATED** a Pennsylvania Corporation (the “Grantor”) with an address at One Franklin Plaza, Burlington, New Jersey and **PNC BANK, NATIONAL ASSOCIATION** (“PNC”), as agent for the various financial institutions named in the Amended and Restated Credit and Security Agreement dated as of the date hereof (the “Credit Agreement”) or which hereafter become a party thereto as lenders (the “Lenders”) (PNC, in such capacity, the “Agent”) with an address at 340 Madison Avenue, 11th Floor, New York, New York 10173 and amends and restates that certain Security Agreement – Trademarks, dated as of December 7, 2004 by and between Grantor and the Agent. This Security Agreement is incorporated into and made part of certain other financing documents and security agreements executed by and between the Grantor and the Agent or by and between the Borrowers (as defined in the Revolving Credit and Security Agreement dated the date hereof) and the Agent (all such documents including this Security Agreement being collectively referred to as “Other Documents”). All capitalized terms not otherwise defined in this Security Agreement shall have the same meanings ascribed to such terms in the other Other Documents.

The Grantor has United States trademark registrations listed on Schedule “A” attached hereto and made part hereof (the “Trademarks”).

The Agent desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Credit Agreement) to the Agent, for the benefit of the Lenders, and the Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Other Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Agent, for the benefit of the Lenders, in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks and any intent-to-use applications for registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

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2. **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) to the best of Grantor's knowledge, each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Security Agreement and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Security Agreement, proper notice, as required by 15 U.S.C. § 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in products and services leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned (without Agent's prior written consent, which shall not be unreasonably withheld), unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Agent immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. **Covenants.** The Grantor further covenants to the Agent that until all of the Obligations have been satisfied in full: (a) (without Agent's prior written consent, which in the case of abandonment shall not be unreasonably withheld), the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Security Agreement or which restrict or impair the Agent's rights hereunder; and (c) if the Grantor acquires additional United States registrations on trademarks or rights to any new intent-to-use Trademarks, the provisions of this Security Agreement shall automatically apply thereto and the Grantor shall give the Agent prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

4. **Exclusive Use of Trademarks.** So long as this Security Agreement is in effect and so long as the Grantor has not received notice from the Agent that an Event of Default has occurred under the Other Documents, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

5. **Negative Pledge.** The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Agent. The Grantor shall defend the Trademarks against and

shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Agent in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

6. **No Additional Trademarks.** As of the date hereof, the Grantor does not own any trademarks that are registered in or are the subject of pending applications in the United States Patent and Trademark Office, other than those grants, registrations or applications for registrations as listed on Schedule A annexed hereto and made a part hereof.

7. **Pledge of Additional Trademarks.** The Grantor hereby grants the Agent a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Security Agreement by amending Schedule A, as applicable, to include any future registered United States trademarks covered by this Security Agreement.

8. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Other Documents, the Grantor hereby covenants and agrees that the Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Other Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Security Agreement and the Other Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Security Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Agent such documents as the Agent shall reasonably request to permanently assign all rights in the Trademarks to the Agent, which documents shall be held by the Agent, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Agent may, at its sole option, record such documents with the Patent and Trademark Office.

9. **Subject to Security Agreement.** This Security Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Other Documents. In the event of an inconsistency between this Security Agreement and the Revolving Credit Security Agreement, the language of the Revolving Credit and Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

11. **Termination of Agreement.** Upon payment and performance of all Obligations under the Other Documents, the Agent shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Agent therein.

12. **Prosecution of Trademark Applications.** The Grantor shall have the right to bring suit in its own name to enforce the Trademarks. If the Grantor deems it necessary to join the Agent as a nominal party, it may do so but only if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Agent in the fulfillment of the provisions of this paragraph.

13. **Responsibility and Liability.** The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Agent and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product or service manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Agent under any license for a Trademark for any sum owing thereunder, or to enforce any provisions of such license, the Grantor will indemnify and keep the Agent harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Agent.

14. **Agent's Rights.** The Agent may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Agent to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the

Obligations of the Grantor to the Agent, the Trademarks, or the right, title and interest granted the Agent herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Agent to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Other Documents.

15. **Protection of the Trademarks.** The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Agent of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Agent, shall join with the Agent, at the Grantor's expense, in such action as the Agent, in its reasonable discretion, may deem advisable for the protection of the Agent's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

16. **Additional Remedies.** Upon the occurrence of an Event of Default under the Other Documents, the Agent may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Agent's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

17. **Governing Law.** THIS SECURITY AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

18. **Counterparts.** This Security Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

FRANKLIN ELECTRONIC PUBLISHERS INCORPORATED

Barbara Anderson

By: Frank A. Musto

Print Name: Barbara Anderson

Print Name: FRANK A. MUSTO
VP & CFO

Title: Assistant Treasurer

STATE OF NJ)
COUNTY OF Burlington)

ss:

On this the 26th day of February, 2010 before me, a Notary Public, the undersigned officer, personally appeared Frank Musto, who acknowledged himself/herself to be the VP of Franklin Electronic Publishers Incorporated, a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public
Attorney - At - Law
State of New Jersey

TRADEMARK ASSIGNMENT

WHEREAS, FRANKLIN ELECTRONIC PUBLISHERS, INCORPORATED (the "Grantor") is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 340 Madison Avenue, 11th Floor, New York, New York 10173, identified as the "Agent", for the benefit of the "Lenders" under that certain Amended and Restated Security Agreement - Trademarks (the "Security Agreement") of even date herewith (the "Grantee") is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

WHEREAS, the Security Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this day of February, 2010.

WITNESS / ATTEST:

FRANKLIN ELECTRONIC PUBLISHERS,
INCORPORATED

By: _____ (SEAL)

Print Name: _____ Print Name:

Title: _____ Title:
(Include title only if an officer of entity signing to the right)

STATE OF _____)
)
COUNTY OF _____)

ss:

On this, the ___ day of February, 2010 , before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Franklin Electronic Publishers, , a corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:
