

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAGE Publications, Inc.		08/08/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of the West, as Administrative Agent		
Street Address:	15165 Ventura Boulevard		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85777485	SPEECHPLANNER	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3605599		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

Date:

02/07/2013

**Total Attachments: 8**

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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2011 (as amended, restated, supplemented or otherwise modified from time to time, this "*Agreement*"), is between SAGE PUBLICATIONS, INC., a Delaware corporation ("*Grantor*"), and BANK OF THE WEST, a California state chartered bank, as administrative agent for the benefit of Lending Parties (as hereinafter defined) (in such capacity, the "*Administrative Agent*").

### RECITALS

A. Grantor has previously entered into that certain Credit Agreement, dated as of May 28, 2008 (as amended prior to the date hereof, the "*Existing Credit Agreement*"), among Grantor, its Subsidiary, Corwin Press, Inc., as a guarantor thereunder, the financing institutions party thereto as lenders, and Administrative Agent, in connection with which, Grantor entered into that certain Trademark Security Agreement, dated as of June 18, 2008 recorded with the U.S. Patent and Trademark Office on July 25, 2008, as instrument number 700379350 at reel number 003823 and frame number 0753, as supplemented from time to time, collectively, the "*Existing Security Agreement*".

B. Grantor, its domestic significant subsidiaries from time to time party thereto, the financial institutions from time to time parties thereto (collectively, the "*Revolving Credit Lenders*"), and Bank of the West, as Administrative Agent, L/C Issuer (in such capacity, the "*L/C Issuer*") and Swing Line Lender (in such capacity, the "*Swing Line Lender*", together with the L/C Issuer and Revolving Credit Lenders, hereinafter referred to collectively as "*Lending Parties*" and individually, each a "*Lending Party*") are amending and restating the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement, dated as even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

C. The Lending Parties are willing to extend and to continue to extend financial accommodations to Borrower pursuant to the Credit Agreement, but only on the condition, among others, that Grantor shall have executed and delivered this Agreement, which will supplement the Existing Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

*Section 1. Definitions.* Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Credit Agreement. In the event of any irreconcilable conflict between the terms of the Existing Security Agreement and this Agreement, the terms of this Agreement shall control.

*Section 2. Grant of Security Interest.* For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Administrative Agent, and grant a security interest and lien to Administrative Agent in and to, all of the following, whether now owned or hereafter acquired or existing (collectively, the "*Trademark Collateral*"):

(a) all trademarks and trademark applications, including, without limitation, 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, and designs, general intangibles of a like nature and those trademarks listed on **Schedule A** attached hereto and the goodwill associated therewith, and (i) all income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, and (ii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and

(b) all rights under or interest in any trademark license agreements with any other party, other than the CQ License Agreement, whether Grantor is a licensee or licensor under any such license agreement (to the extent permitted thereunder), including, without limitation, those license agreements listed on **Schedule A** attached hereto (all of the foregoing are hereinafter referred to collectively as the "*Trademark Licenses*"); and

(c) all income, royalties and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Without limiting the foregoing, all Liens and security interests granted by Grantor under or in connection with the Existing Security Agreement (i) shall survive the repayment of Debt owing under the Existing Credit Agreement, the termination of the commitments of the lenders under the Existing Credit Agreement and the termination of any of the Loan Documents (as defined in the Existing Security Agreement) and (ii) shall secure the Obligations, whether existing on the date hereof or hereafter incurred or arising. Nothing in this Agreement is intended to impair or adversely affect the existence, perfection or priority of any of the Liens or security interests granted by Grantor under or in connection with the Existing Security Agreement or any of the other Loan Documents. This Agreement shall remain in full force and effect until the full and complete and final payment of all of the Obligations. Upon the complete, full and final payment of the Obligations (other than unasserted contingent indemnification obligations), the security interest granted herein shall terminate and all rights to the Trademark Collateral shall revert to Grantor.

*Section 3. New Trademarks.* If, before the Obligations (other than unasserted contingent indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Administrative Agent prompt notice thereof in writing. Grantor authorizes Administrative Agent to modify this Agreement by amending **Schedule A** to include any future Trademarks and any future Trademark Licenses.

*Section 4. Attorney-In-Fact.* Grantor hereby irrevocably designates, constitutes and appoints Administrative Agent (and all Persons designated by Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Administrative Agent and any of Administrative Agent's designees, in Grantor's or Administrative Agent's name, to take any action and execute any instrument which Administrative Agent may deem necessary or advisable to

accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Administrative Agent of notice to Grantor of Administrative Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademark Collateral to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as Administrative Agent reasonably deems in the best interests of Lending Parties. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations (other than unasserted contingent indemnity obligations) shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Grantor agrees that upon occurrence of an Event of Default, the use by Administrative Agent of all or any Trademark Collateral in the exercise of remedies provided for in this Agreement, the Credit Agreement or the Uniform Commercial Code shall be without any liability for royalties or other related charges from Administrative Agent to Grantor but shall remain subject to liability for third party royalties and other related charges, if any, provided for in Trademark Licenses applicable to such use, which shall be for the sole account of Grantor.

*Section 5. Duties of Grantor.* Grantor shall have the duty diligently (as may be commercially reasonable), through counsel reasonably acceptable to Administrative Agent, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file federal application on material Trademarks that are registerable but unregistered, and to do any and all acts worldwide that are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Grantor shall not abandon any Trademark Collateral without the consent of Administrative Agent, which consent shall not be unreasonably withheld.

*Section 6. Administrative Agent's Right to Sue.* Grantor shall have the right, with the prior written consent of Administrative Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Administrative Agent may, if necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Credit Agreement, as between Grantor and Administrative Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral. Grantor shall promptly, upon demand and to the extent provided for in Section 11.04 of the Credit Agreement, reimburse and indemnify Administrative Agent for all damages, and reasonable costs and expenses, including reasonable attorneys' fees, incurred by Administrative Agent in the fulfillment of the provisions of this **Section 6**.

*Section 7. Administrative Agent's Right to Act.* Subject to the terms of the Credit Agreement, if Grantor fails to comply with any of its obligations hereunder, Administrative Agent may (but shall not be obligated) do so in Grantor's name or in Administrative Agent's name, but at Grantor's

expense, and Grantor hereby agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, attorney's fees, reasonably incurred by Administrative Agent in protecting, defending, and maintaining the Trademark Collateral.

*Section 8. Security Agreement.* This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of 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 Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Lending Party thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

*Section 9. Release of Security Interest.* Upon payment in full in cash of all Obligations (other than unasserted contingent indemnity obligations), Administrative Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

*Section 10. Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

*Section 11. Loan Document.* 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 12. 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. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by the parties hereto.

*Section 13. Governing Law; Jurisdiction; Etc.*

**(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.**

**(b) SUBMISSION TO JURISDICTION. EACH OF GRANTOR AND ADMINISTRATIVE AGENT IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY OF LOS ANGELES AND THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY OF THE FOREGOING, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR**

PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *WAIVER OF VENUE.* GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 13. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 14. *Waiver of Jury Trial; Judicial Reference.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW, INCLUDING WITH RESPECT TO THIS SECTION 14, AND TO REPORT A STATEMENT OF DECISION. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

[SIGNATURE PAGE FOLLOWS]

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 written above.

SAGE PUBLICATIONS, INC.,  
as Grantor

By: Chris C. Hickok  
Chris C. Hickok  
Senior Vice President and  
Chief Financial Officer

ACCEPTED AND AGREED:

BANK OF THE WEST,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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 written above.

SAGE PUBLICATIONS, INC.,  
as Grantor

By: \_\_\_\_\_  
Chris C. Hickok  
Senior Vice President and  
Chief Financial Officer

ACCEPTED AND AGREED:

BANK OF THE WEST,  
as Administrative Agent

By: Karen L. Panici  
Name: Karen L. Panici  
Title: Vice President

*Supplemental Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004958 FRAME: 0111**

**SCHEDULE A**  
**TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**  
**ADDENDUM DATED JANUARY 23, 2013**

**1. TRADEMARK APPLICATIONS (FILING OCCURED DURING PERIOD OF OCTOBER 1, 2012 – DECEMBER 31, 2012)**

<b>Matter No.</b>	<b>Mark</b>	<b>Class No.</b>	<b>Goods/Services</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Use &amp; Renewal Dates</b>	<b>Status</b>
T077	SPEECHPLANNER	42	Application service provider (ASP) featuring software for use in project preparation, project planning and word processing	85/777,485 11/12/2012	TBD	TBD	TBD