

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
SPRINGER SCIENCE+BUSINESS MEDIA, LLC		08/14/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	5 THE NORTH COLONNADE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4BB		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	73784942	ADVANCES IN THERAPY	
Serial Number:	74591572	COPERNICUS	
Serial Number:	78213815	MOLECULAR AND CELLULAR BIOCHEMISTRY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122304627		
Email:	james.gannon@freshfields.com		
Correspondent Name:	James Gannon		
Address Line 1:	601 Lexington Avenue		
Address Line 2:	Freshfields Bruckhaus Deringer US LLP		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			

OP \$90.00 73784942

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

James Gannon

Signature:

/jrg/

Date:

08/14/2013

Total Attachments: 6

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Intellectual Property Security Agreement Supplement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), dated as of August 14, 2013, is made by Springer Science+Business Media, LLC (the "Debtor") in favor of Barclays Bank PLC, as Security Agent (the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Springer Science+Business Media Deutschland GmbH (formerly Blitz 13-253 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany (the "Lead Borrower") has entered into the credit agreement dated August 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among, *inter alia*, the Lead Borrower, Springer SBM One GmbH (formerly Blitz 13-347 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany ("Holdings"); Springer SBM Two GmbH (formerly Blitz 13-252 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany (the "Parent"); each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"); and Credit Suisse AG, London Branch, as Administrative Agent, Barclays Bank PLC, as Collateral Agent, Swing Line Lender and L/C Issuer.

WHEREAS, the Lead Borrower has entered into the Intercreditor Agreement dated 14 August 2013 among, Credit Suisse AG, London Branch, as Senior Agent, Goldman Sachs Lending Partners LLC, as Junior Agent, the debtors party thereto and Barclays Bank PLC, as Security Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

WHEREAS, the Debtor has executed and delivered that certain Security Agreement dated August 14, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Security Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement Supplement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

1. Grant of Security

The Debtor hereby grants to the Security Agent for the ratable benefit of the Secured Parties under the Security Agreement a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

- 1.1 all material United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time) (the "Trademarks");
- 1.2 all United States, international and foreign patents, patent applications and statutory invention registrations, including, without limitation, the patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "Patents");
- 1.3 all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, any renewals or extensions thereof, all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights, including, without limitation, the copyright registrations and copyright applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time), together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (the "Copyrights");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

2. Recordation

The Debtor authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

3. Execution in Counterparts

This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Grants, Rights and Remedies

This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein

5. **Governing Law**

This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer hereunto duly authorized as of the date first above written

Springer Science+Business Media, LLC

By: 

Name:

Title:

Address:

Springer Science+Business Media, LLC

233 Spring Street

New York, NY 10013

Attn: Dr. Ulrich Vest

SCHEDULE A

Trademarks

trademark	classes	Region	Filing Date	No.	Reg. No.	registered	Renewal	Holder
ADVANCES IN THERAPY	18	US	06.03.1989	73/784942	1 683 338	31.10.1989	31.10.2019	Springer Science+Business Media LLC
Copernicus	18	US	27.10.1994	74/891572	1 878 843	06.04.1995	06.04.2015	Springer Science+Business Media, LLC
MOLECULAR AND CELLULAR BIOCHEMISTRY	18	US	12.03.2005	76/213819	3 087 346	14.03.2006	14.03.2016	Springer Science+Business Media LLC