

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |   |                 |                                     |
|----------------------------------|---|-----------------|-------------------------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT  |                 |                                     |
| NATURE OF CONVEYANCE:            | Trademark Security Agreement  |                 |                                     |
| <b>CONVEYING PARTY DATA</b>      |   |                 |                                     |
|                                  | <b>Name</b>   | <b>Formerly</b> | <b>Execution Date</b>               |
|                                  | Sirsi Corporation   |                 | 11/27/2013                          |
|                                  | Dewey Holding Company   |                 | 11/27/2013                          |
|                                  | SirsiDynix Eos, LLC   |                 | 11/27/2013                          |
|                                  |   |                 | <b>Entity Type</b>                  |
|                                  |   |                 | CORPORATION: DELAWARE               |
|                                  |   |                 | CORPORATION: DELAWARE               |
|                                  |   |                 | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |   |                 |                                     |
| <b>Name:</b>                     | Wells Fargo Capital Finance, LLC, as Agent  |                 |                                     |
| <b>Street Address:</b>           | 2450 Colorado Avenue, Suite 3000 West   |                 |                                     |
| <b>City:</b>                     | Santa Monica  |                 |                                     |
| <b>State/Country:</b>            | CALIFORNIA  |                 |                                     |
| <b>Postal Code:</b>              | 90404   |                 |                                     |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE   |                 |                                     |
| <b>PROPERTY NUMBERS Total: 3</b> |   |                 |                                     |
|                                  | <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>                    |
|                                  | Registration Number:  | 2800214         | EOS E-LIBRARY SERVICE               |
|                                  | Registration Number:  | 2991027         | EOS.WEB                             |
|                                  | Registration Number:  | 3251102         | CONNECTING PEOPLE TO KNOWLEDGE      |
| <b>CORRESPONDENCE DATA</b>       |   |                 |                                     |
| <b>Fax Number:</b>               | 2136836303  |                 |                                     |
|                                  | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                 |                                     |
| <b>Phone:</b>                    | (213) 683-6303  |                 |                                     |
| <b>Email:</b>                    | scottherod@paulhastings.com   |                 |                                     |
| <b>Correspondent Name:</b>       | Scott E. Herod  |                 |                                     |
| <b>Address Line 1:</b>           | Paul Hastings LLP   |                 |                                     |
| <b>Address Line 2:</b>           | 515 South Flower Street, 25th Floor   |                 |                                     |
| <b>Address Line 4:</b>           | Los Angeles, CALIFORNIA 90071   |                 |                                     |

CH \$90.00 2800214

|   |                |
|---|----------------|
| ATTORNEY DOCKET NUMBER:   | 45036.00236    |
| NAME OF SUBMITTER:  | Scott E. Herod |
| Signature:  | /S. E. Herod/  |
| Date:   | 11/27/2013     |
| <b>Total Attachments: 5</b><br>source=WFCF_Sirsi - Amendment Number One to Trademark Security Agreement#page1.tif<br>source=WFCF_Sirsi - Amendment Number One to Trademark Security Agreement#page2.tif<br>source=WFCF_Sirsi - Amendment Number One to Trademark Security Agreement#page3.tif<br>source=WFCF_Sirsi - Amendment Number One to Trademark Security Agreement#page4.tif<br>source=WFCF_Sirsi - Amendment Number One to Trademark Security Agreement#page5.tif |                |

**AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of November 27, 2013 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of October 7, 2011 (the "Trademark Security Agreement"), among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (as successor-by-merger to Wells Fargo Capital Finance, Inc.), as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on October 7, 2011 at Reel 4638, Frame 0719; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Exhibit A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Agent in all of Grantors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of Grantors' right, title, and interest in, to, and under the Additional Trademark Collateral identified on Exhibit A attached hereto; (c) represent and warrant that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK..

4. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

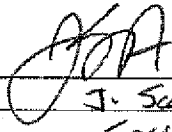
of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

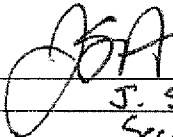
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

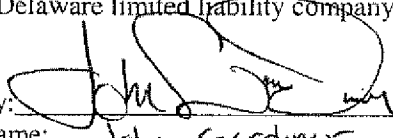
**DEWEY HOLDING COMPANY,**  
a Delaware corporation

By:   
Name: J. Scott Askew  
Title: Secretary

**SIRSI CORPORATION,**  
a Delaware corporation

By:   
Name: J. Scott Askew  
Title: Secretary

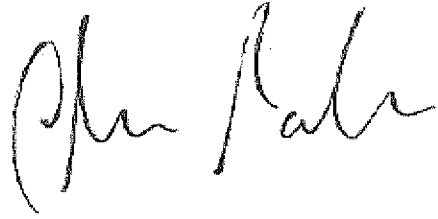
**SIRSIDYNIX EOS, LLC,**  
a Delaware limited liability company

By:   
Name: John Gardiner  
Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company, as Agent

A handwritten signature in black ink, appearing to read "Chris Parker". The signature is written in a cursive style with a large initial "C".

By: \_\_\_\_\_  
Name: Chris Parker  
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005163 FRAME: 0196**

**EXHIBIT A**

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

| <b>Grantor</b>      | <b>Country</b> | <b>Mark</b>                    | <b>Registration No.</b> | <b>Registration Date</b> |
|---------------------|----------------|--------------------------------|-------------------------|--------------------------|
| SirsiDynix EOS, LLC | USA            | EOS e-Library Service          | 2800214                 | 12/30/2003               |
| SirsiDynix EOS, LLC | USA            | EOS.Web                        | 2991027                 | 9/6/2005                 |
| SirsiDynix EOS, LLC | USA            | Connecting People to Knowledge | 3251102                 | 6/12/2007                |

LEGAL\_US\_W # 76931816.2