

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		01/31/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Recorded Books, LLC		
Street Address:	270 Skipjack Road		
City:	Prince Frederick		
State/Country:	MARYLAND		
Postal Code:	20678		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3783912	GRIOT AUDIO	
Registration Number:	3802326	GRIOT AUDIO	
CORRESPONDENCE DATA			
Fax Number:	2124898340		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 489-8230		
Email:	nytmpto@dwt.com		
Correspondent Name:	Kevin Saer		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1633 Broadway, 27th Floor		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	92367/1		
NAME OF SUBMITTER:	Kevin Saer		

Signature:	/Kevin Saer/
Date:	02/04/2014
Total Attachments: 3 source=WF-RB Release Lien1#page1.tif source=WF-RB Release Lien1#page2.tif source=WF-RB Release Lien1#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of January 31, 2014 (the "Effective Date") by Wells Fargo Bank, N.A., as Collateral Trustee (in such capacity, the "Collateral Trustee") for the Secured Parties referenced in that certain First Lien Pledge and Security Agreement dated as of March 11, 2010 (as amended, modified, supplemented or restated from time to time, the "First Lien Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the First Lien Security Agreement) in favor of Recorded Books, LLC (the "Grantor").

WHEREAS, pursuant to the First Lien Security Agreement, the Grantor granted a continuing security interest in and continuing lien upon all of the Grantor's right, title and interest in and to any Trademarks (including, without limitation, those trademarks and trademark applications set forth on Schedule I hereto) (collectively, the "Grantor Trademarks"), together with the goodwill associated therewith, to the Collateral Trustee for the ratable benefit of the Secured Parties;

WHEREAS, a First Lien Trademark Security Agreement was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on March 24, 2010, at Reel 4173 and Frame 0363 (the "First Lien Trademark Security Agreement");

WHEREAS, substantially all of the assets of the Grantor (including the Grantor Trademarks) have been or are being sold to a third party and Grantor has requested that the Collateral Trustee release its security interest in and continuing lien upon the Grantor Trademarks.

NOW, THEREFORE, in acknowledgement that the Grantor Trademarks have been or are being sold to a third party, the Collateral Trustee hereby terminates the First Lien Security Agreement and the First Lien Trademark Security Agreement solely insofar as each relates to the Grantor Trademarks, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests and continuing liens it has against the Grantor Trademarks, together with the goodwill associated with the Grantor Trademarks, without warranty or recourse.

If and to the extent the Collateral Trustee has acquired any right, title or interest to any of the Grantor Trademarks, it hereby assigns and transfers such rights, title or interest to the Grantor.

The Collateral Trustee shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

instruments), reasonably requested by the Grantor that are necessary to more fully and effectively effectuate the purposes of this Release, in each case, at the Grantor's sole expense.

This Release shall be construed in accordance with and governed by the laws of the State of New York without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, N.A.,

as Collateral Trustee

By: 

Name: Yana Kislenko

Title: Vice President

SCHEDULE I

TRADEMARK APPLICATIONS AND REGISTRATIONS

Registered Trademarks

Mark	Registration No.	Registration Date
GRIOT AUDIO	3783912	05/04/10
GRIOT AUDIO and design	3802326	06/15/10

Trademark Applications

Mark	Serial No.	Filing Date
GRIOT AUDIO	77/820520	09/04/09
GRIOT AUDIO and design	77/820516	09/04/09