

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-------------------------------------|
| Recorded Books, LLC | | 02/03/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------|
| Name: | Recorded Books Inc. |
| Street Address: | 270 Skipjack Road |
| City: | Prince Frederick |
| State/Country: | MARYLAND |
| Postal Code: | 20678 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Registration Number: | 4027898 | |
| Registration Number: | 3783912 | GRIOT AUDIO |
| Registration Number: | 3802326 | GRIOT AUDIO |
| Serial Number: | 85475449 | ONECLICKDIGITAL |
| Registration Number: | 4168007 | D ONECLICKDIGITAL |
| Serial Number: | 85473056 | RBDIGITAL |

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 - 326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: Nancy L. Hoffman
 Address Line 1: Jones Day
 Address Line 2: 222 East 41st Street

CH \$165.00 4027898

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 473972-005029

NAME OF SUBMITTER: Nancy L. Hoffman

Signature: /NANCY L. HOFFMAN/

Date: 02/28/2014

Total Attachments: 6

source=Assignment Recorded Books#page1.tif

source=Assignment Recorded Books#page2.tif

source=Assignment Recorded Books#page3.tif

source=Assignment Recorded Books#page4.tif

source=Assignment Recorded Books#page5.tif

source=Assignment Recorded Books#page6.tif

ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK ("*Assignment*"), dated February 3, 2014 by RECORDED BOOKS, LLC (n/k/a Hights Audio, LLC), a Delaware limited liability company, as assignor ("*Assignor*"), to RECORDED BOOKS INC. (f/k/a Volume Holdings Inc.), a Delaware corporation, as assignee ("*Assignee*") (each a "*Party*" and collectively, the "*Parties*").

WHEREAS, Assignor and Assignee, along with Hights Cross Communications, Inc., have entered into that certain Asset Purchase Agreement, dated as of January 31, 2014 (the "*Asset Purchase Agreement*"), pursuant to which, among other things, Assignor agreed to sell, transfer, assign, convey and deliver to Assignee, all of Assignor's right, title and interest in, to and under the Purchased Assets, as defined in the Asset Purchase Agreement, on the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, the Purchased Assets include certain trademarks, service marks, trade names, logos, artwork, designs, slogans and symbols, corporate names, certification marks, collective marks, d/b/a's, Internet domain names and websites, user names on social media websites, business symbols, brand names and other indicia of origin, all applications and registration for the foregoing and all goodwill associated therewith and symbolized thereby, including all renewals of same, and the right to sue for and recover damages, assert, settle and/or release any claims or demands and obtain all other remedies and relief at law or equity for any past, present or future infringement thereof (collectively, "*Trademarks*");

WHEREAS, Assignor is the owner of the Trademarks identified on Schedule 1 attached hereto (hereinafter, the "*Transferred Trademarks*") and Assignor wishes to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Transferred Trademarks;

WHEREAS, after Closing, as defined in the Asset Purchase Agreement, Assignee changed its name from Volume Holdings Inc. to Recorded Books Inc. and Assignor changed its name from Recorded Books, LLC to Hights Audio, LLC; and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to evidence the sale, transfer, conveyance and delivery to Assignee of the Transferred Trademarks and for the purpose of recording the sale, transfer, conveyance and delivery to Assignee of the Transferred Trademarks with the United States Patent and Trademark Office and with other foreign trademark offices as applicable.

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

1. Assignment. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee accepts the sale, transfer, assignment, conveyance and delivery from Assignor of, all of Assignor's right, title and interest in, to and under the Transferred Trademarks.

2. Amendments; Waiver. This Assignment may only be amended, supplemented or modified and any provision of this Assignment may only be waived, pursuant to a written

instrument making specific reference to this Assignment and executed by duly authorized persons of the Parties.

3. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of New York without regard for the conflict of law principles thereof.

5. Counterparts. This Assignment may be executed in any number of counterparts, all of which will be deemed originals and constitute one and the same instrument.

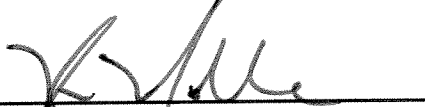
6. Interpretation. The Parties have participated jointly in the negotiating and drafting of this Assignment. If an ambiguity or a question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed effective as of the date first set forth above.

Assignor:

RECORDED BOOKS, LLC
(n/k/a Hights Audio, LLC)

By: 

Name: Rick Noble

Title: Senior Executive Vice President

Assignee:

RECORDED BOOKS INC.
(f/k/a Volume Holdings Inc.)

By: _____

Name: Michael Struble

Title: Vice President and Secretary

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark to be executed effective as of the date first set forth above.

Assignor:

RECORDED BOOKS, LLC
(n/k/a Hights Audio, LLC)

By: _____

Name:

Title:

Assignee:

RECORDED BOOKS INC.
(f/k/a Volume Holdings Inc.)

By: 

Name: Michael Struble

Title: Vice President and Secretary

Schedule 1

| Trademark | Class | Goods/Services | Status | App # | Filing Date | Reg # | Reg Date | Renewal | Owner |
|----------------------------------|------------------|---|------------|-----------|-------------|---------|-------------|-------------|---------------------|
| 1. CALVIN Design (Stylized) | 09, 35, 41 | <p>9 - Pre-recorded audio cassette tapes, digital audio tapes and CDs featuring fiction and non-fiction books on a variety of topics; downloadable audio recordings featuring fiction and non-fiction books on a variety of topics.</p> <p>35 - Online retail store services featuring pre-recorded audio cassette tapes, digital audio tapes and CDs.</p> <p>41 - Providing online information in the fields of books, literary works, authors and publishing; audio book rental services; digital audio, video and multimedia publishing services.</p> | Registered | 85/106330 | 12-Aug-2010 | 4027898 | 20-Sep-2011 | 20-Sep-2021 | Recorded Books, LLC |
| 2. GRIOT AUDIO | 09 | Audio cassettes featuring spoken word performances of fiction and nonfiction text; compact discs featuring spoken word performances of fiction and nonfiction text; downloadable sound recordings featuring spoken word performances of fiction and nonfiction text. | Registered | 77/820520 | 04-Sep-2009 | 3783912 | 04-May-2010 | 04-May-2020 | Recorded Books, LLC |
| 3. GRIOT AUDIO & Design | 09 | Audio cassettes featuring spoken word performances of fiction and nonfiction text; compact discs featuring spoken word performances of fiction and nonfiction text; downloadable sound recordings featuring spoken word performances of fiction and non-fiction text. | Registered | 77/820516 | 04-Sep-2009 | 3802326 | 15-Jun-2010 | 15-Jun-2020 | Recorded Books, LLC |
| 4. ONECLICKDIGITAL (Stylized) | 42 | Providing a web site featuring temporary use of non-downloadable software that allows users to display and view choices and tradeoffs that impact carbon policies in their community. | Allowed | 85/475449 | 17-Nov-2011 | | | | Recorded Books, LLC |
| 5. ONECLICKDIGITAL (Stylized) | 09, 35, 38 | <p>9 - Downloadable books, audiobooks, digital books and ebooks featuring fiction, non-fiction and educational literature; Computer software platform for creating, converting, navigating, listening to, serving, receiving and programming audio and visual content, including books, audiobooks, digital books and ebooks.</p> <p>35 - Online retail store services featuring books, audiobooks, digital books, ebooks.</p> <p>38 - Providing access to websites featuring online books, audiobooks, digital books and ebook shop platforms.</p> | Registered | 85/475437 | 17-Nov-2011 | 4168007 | 03-Jul-2012 | 03-Jul-2022 | Recorded Books, LLC |

TRADEMARK

| Trademark | Class | Goods/Services | Status | App # | Filing Date | Reg # | Reg Date | Renewal | Owner |
|----------------------------|------------------|--|---------|-----------|-------------|-------|----------|---------|-------------------|
| 6. RBDIGITAL (Stylized) | 09, 41, 42 | <p>9 - Downloadable books, audio books, digital books and ebooks featuring fiction, non-fiction and educational literature; downloadable music via the internet and wireless devices; downloadable legal documents and forms; downloadable educational course materials including tests, lessons, exercises, and flash cards.</p> <p>41 - Providing educational courses in the fields of foreign languages, sign language, and standardized test preparation and providing online educational course materials therewith including tests, lessons, exercises, and flash cards; providing courses of instruction at the high school, college, post graduate and adult continuing education levels; providing online non-downloadable general feature digital magazines; providing access to online searchable databases made available to libraries for patrons' use; online library services, namely, providing electronic library services which feature newspapers, ebooks, magazines, photographs and pictures via an on-line computer network.</p> <p>42 - Providing online library research and library reference services via an online computer network; hosting digital library content on the Internet.</p> | Allowed | 85/473056 | 15-Nov-2011 | | | | Recorded Book LLC |

TRADEMARK

REEL: 005227 FRAME 0375

RECORDED: 02/28/2014