

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298430

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eemplare Management		02/28/2014	SOLE PROPRIETORSHIP: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Teachers Notebook, LLC		
<b>Street Address:</b>	c/o OverDrive, Inc.		
<b>Internal Address:</b>	One OverDrive Way		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44125		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3292304	IDEAS WORTH SHARING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>	2124597136		
<b>Email:</b>	tbennett@goodwinprocter.com		
<b>Correspondent Name:</b>	Tracey D. Bennett		
<b>Address Line 1:</b>	c/o Goodwin Procter LLP		
<b>Address Line 2:</b>	620 8th Ave.		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	128439.229006		
<b>NAME OF SUBMITTER:</b>	Tracey D Bennett		
<b>SIGNATURE:</b>	/s/Tracey D Bennett		
<b>DATE SIGNED:</b>	03/18/2014		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT, dated as of February 28, 2014 (“**Intellectual Property Assignment**”), by and between Esemplare Management, a sole proprietorship owned by Steven Esemplare (“**Assignor**”) and Teachers Notebook, LLC, a New Jersey limited liability company (“**Assignee**”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as hereinafter defined).

### WITNESSETH:

**WHEREAS**, Assignor and Assignee have entered into that certain Equity Purchase Agreement, dated February 28, 2014 (the “**Purchase Agreement**”), by and among Assignor, Assignee, Debbie E. Esemplare and OverDrive, Inc. (the “**Purchase Agreement**”);

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, free and clear of any Liens, all right, title and interest in the Intellectual Property Rights set forth in Item 1 of Schedule 2.15(b) to the Purchase Agreement (the “**Transferred Intellectual Property Assets**”);

**WHEREAS**, it is a condition to the obligations of Assignee to consummate the transactions contemplated by the Purchase Agreement that Assignor shall have executed and delivered this Intellectual Property Assignment.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement and the other transaction documents executed in connection therewith, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

Section 1. Assignment of Transferred Intellectual Property Assets. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns free and clear of any Liens, and Assignee hereby accepts the sale, conveyance, assignment, transfer and delivery of, all of Assignor’s worldwide right, title and interest in, to and under the Transferred Intellectual Property Assets, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Transferred Intellectual Property Assets whether arising prior to or subsequent to the date of this Intellectual Property Assignment, and any and all registrations, applications, renewals and extensions thereof under the laws of the United States, any State thereof and any foreign country and all political subdivisions thereof, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Intellectual Property Assignment not been made. .

Section 2. Further Action. Assignor shall use its best efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, appropriate, or desirable under applicable law, and execute, acknowledge and deliver such other instruments of conveyance and transfer, and execute and deliver (or cause to be executed and delivered by third parties) such other documents, certifications, consents, further assurances and other papers, as

may be necessary, appropriate, or desirable in order to vest more fully in Assignee, or to put Assignee more fully in possession of, the Transferred Intellectual Property Assets hereby sold, conveyed, assigned, transferred and delivered from Assignor to Assignee, or intended so to be, and in order to provide for Assignee the benefit, use, enjoyment and possession of such Transferred Intellectual Property Assets.

Section 3. Power of Attorney. Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney and attorneys of Assignor, with full power of substitution, in the name of Assignee or in the name and stead of Assignor, but on behalf of, for the benefit and at the expense of Assignee, its successors and assigns to demand and receive the Transferred Intellectual Property Assets hereby sold, conveyed, assigned, transferred and delivered from Assignor to Assignee, or intended so to be; to institute and prosecute all actions, suits or proceedings, at law, in equity or otherwise, which Assignee may deem necessary, appropriate, or desirable in order to assert or enforce any claim, right or title of any kind, nature, or description whatsoever in, to or under the Transferred Intellectual Property Assets hereby sold, conveyed, assigned, transferred and delivered from Assignor to Assignee, or intended so to be, to defend or compromise all actions, suits or proceedings in respect of any of the Transferred Intellectual Property Assets, and to do all such acts and things in relation thereto as Assignee shall deem necessary, appropriate, or desirable; to take all other reasonable action designed to vest more fully in Assignee the Transferred Intellectual Property Assets hereby sold, conveyed, assigned, transferred and delivered from Assignor to Assignee, or intended so to be, and in order to provide for Assignee the benefit, use, enjoyment and possession of such Transferred Intellectual Property Assets; and to do all reasonable acts and things in relation to the Transferred Intellectual Property Assets hereby sold, conveyed, assigned, transferred and delivered from Assignor to Assignee, or intended so to be.

Assignor hereby acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by them or upon their subsequent dissolution or in any manner or for any reason. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto. Assignor shall from time to time pay to Assignee, when received, any amounts which shall be received directly or indirectly by Assignor (including amounts received as interest) in respect of any of the Transferred Intellectual Property Assets hereby sold, conveyed, assigned, transferred and delivered from Assignor to Assignee, or intended so to be.

Section 4. Scope of Agreement. It is contemplated that Assignor may, on and as of the date hereof and from time to time hereafter, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Intellectual Property Assets. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Intellectual Property Assignment.

Section 5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of Assignee and Assignor and their respective successors and assigns.

Section 6. No Third-Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any Person, other than Assignee and Assignor and their

respective successors and assigns, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Intellectual Property Assignment.

Section 7. Governing Law. This Intellectual Property Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to the principles thereof regarding conflict of laws.


Section 8. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Intellectual Property Assignment as of the date first above written.


ASSIGNOR:

ESEMPLARE MANAGEMENT

By:   
Name: Steven Esemplare  
Title: Sole Proprietor

ASSIGNEE:

TEACHERS NOTEBOOK, LLC

By:   
Name: Steven Esemplare  
Title: President

**Schedule 2.15(b). Intellectual Property Rights**

1. Trademarks: “Ideas Worth Sharing” is a registered trademark of the Company.

REDACTED