


MRD 2-4-14

Re-900275597

NEW ASSIGNMENT
 04/09/2014

 103666981

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 International Publishing AG		12/23/2013	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Security Agent
Street Address:	5, The North Colonnade
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 4BB
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: ~~7~~ 7

Property Type	Number	Word Mark
Registration Number:	1523931	ADIS
Registration Number:	1657044	DRUGS & AGING
Registration Number:	1082477	INPHARMA
Registration Number:	1742275	PHARMACOECONOMICS
Registration Number:	1676749	REACTIONS
Registration Number:	1502314	
Serial Number:	85950928	PAPERS
Serial Number:	85955290	ZAMP

CORRESPONDENCE DATA

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

Phone: 212 277 4000
 Email: lindsey.canning@freshfields.com

OP: \$215.00 1523931

Correspondent Name: Lindsey J Canning
Address Line 1: 601, Lexington Avenue, 31st Floor
Address Line 2: Freshfields Bruckhaus Deringer US LLP
Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Lindsey Canning
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Signature:	/ljcanning/
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Date:	12/24/2013
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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 December 23, 2013, is made by **Springer International Publishing AG** (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 8 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 US Asset Security Agreement dated December 23, 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 thereunto duly authorized as of the date first above written

SPRINGER INTERNATIONAL PUBLISHING AG

By: C. L. Mann
Name: Alexander Grossmann
Title: Managing Director
Address: Kempten 2
CH-6335 Hünenberg See

TRADEMARK

REEL: 005256 FRAME: 0854

SCHEDULE A

TRADEMARKS

trademark	class	region	Filing Date	No.	Reg. No.	registered	Renewal
ADIS	42	US	29.10.1987	73692387	1 523 931	07.02.1989	07.02.2019
DRUGS & AGING	16	US	25.06.1990	74072683	1 657 044	10.09.1991	10.09.2021
INPHARMA	16	US	22.11.1976	73107275	1 082 477	17.01.1978	17.01.2018
Papers	9 16 38 41 42	US	05.06.2013	85950928			
PHARMACOECONOMICS	16	US	03.06.1991	74172429	1 742 275	22.12.1992	22.12.2022
REACTIONS	16	US	17.09.1990	74098005	1 676 749	25.02.1992	25.02.2022
ZAMP	9 16 41	US	10.06.2013	85955290			
Adis	9 16 38 41 42 44	IR (CHICNIEU HR HU JR KR NO RU SG TR UA US)	29.11.2012	30 2012 032 354 5/41	1 151 275	29.11.2012	29.11.2022

International
trademark
registration/
registration
n° of US
trademark:
4430640.

AMR-451029-v4

70-40550581

TRADEMARK

REEL: 005256 FRAME: 0855

The following trademarks are to be transferred to the Debtor as of the date hereof.

Trademark	Current Owner	Filing date	Registration No.	Registration date	International classes
HYDROBIOLOGIA	Springer Science+Business Media B.V.	11.02.2003	3 003 546	04.10.2005	16
PLANT AND SOIL	Springer Science+Business Media B.V.	11.02.2003	2 815 053	17.02.2004	16
WATER, AIR, & SOIL POLLUTION	Springer Science+Business Media B.V.	11.02.2003	2 838 599	04.05.2004	16

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