

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302465

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Recorded Books Inc. | | 03/19/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BNP Paribas | | |
| Street Address: | 787 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Banking Corporation: FRANCE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4027898 | | |
| Registration Number: | 3783912 | GRIOT AUDIO | |
| Registration Number: | 3802326 | GRIOT AUDIO | |
| Registration Number: | 4168007 | D ONECLICKDIGITAL | |
| Registration Number: | 4491590 | ONECLICKDIGITAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2026638007 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2026638000 | | |
| Email: | dctm@pillsburylaw.com | | |
| Correspondent Name: | Patrick J. Jennings | | |
| Address Line 1: | 2300 N Street, N.W. | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20037 | | |
| ATTORNEY DOCKET NUMBER: | 042802-0000159 | | |
| NAME OF SUBMITTER: | Patrick J. Jennings | | |
| SIGNATURE: | /Pat Jennings/ | | |
| DATE SIGNED: | 04/23/2014 | | |
| Total Attachments: 6 | | | |
| source=Recorded Books - AR IP Security Agreement (Trademarks)#page1.tif | | | |

CH \$140.00 4027898

source=Recorded Books - AR IP Security Agreement (Trademarks)#page2.tif
source=Recorded Books - AR IP Security Agreement (Trademarks)#page3.tif
source=Recorded Books - AR IP Security Agreement (Trademarks)#page4.tif
source=Recorded Books - AR IP Security Agreement (Trademarks)#page5.tif
source=Recorded Books - AR IP Security Agreement (Trademarks)#page6.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 19, 2014 (the “**Effective Date**”) between **RECORDED BOOKS INC. (f/k/a VOLUME HOLDINGS INC.)**, (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of January 31, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities; and

WHEREAS, on February 3, 2014, the Grantor changed its name from Volume Holdings Inc. to Recorded Books Inc., and has accordingly requested that the Collateral Agent agree to amend and restate that certain Intellectual Property Security Agreement, dated as of January 31, 2014, between the Grantor and the Collateral Agent (the “**Existing Agreement**”) to reflect that name change, as set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree that the Existing Agreement shall be amended and restated in its entirety as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when

taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

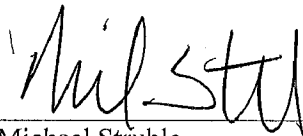
Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

Section 6. Amendment and Restatement. This Agreement amends and restates in its entirety the Existing Agreement. All references to the Existing Agreement in the Credit Agreement and the other Credit Documents shall be deemed to be references to the Existing Agreement, as amended and restated pursuant to this Agreement.

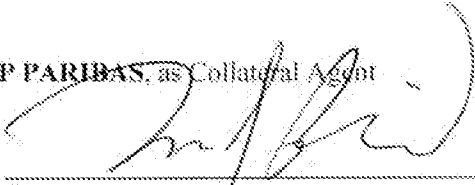
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**RECORDED BOOKS INC. (f/k/a VOLUME
HOLDINGS INC.),**
as a Grantor

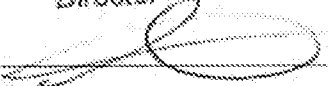
By: 
Name: Michael Struble
Title: Vice President and Secretary

BNP PARIBAS, as Collateral Agent

By: 

Name:

Title: **Michael Remhild**
Director

By: 

Name:

Title: **Albert Arencibia**
Vice President

{Signature Page to A&R Intellectual Property Security Agreement (Trademarks)}

SCHEDULE 1 TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

SCHEDULE 1

Trademarks

| Grantor | Trademarks | Filing Date | Status | Serial No. |
|----------------------|----------------------------|-------------|------------|------------|
| Volume Holdings Inc. | CALVIN Design | 12-Aug-2010 | Registered | 4027898 |
| Volume Holdings Inc. | GRIOT AUDIO | 04-Sep-2009 | Registered | 3783912 |
| Volume Holdings Inc. | GRIOT AUDIO & Design | 04-Sep-2009 | Registered | 3802326 |
| Volume Holdings Inc. | ONECLICKDIGITAL (Stylized) | 17-Nov-2011 | Allowed | |
| Volume Holdings Inc. | ONECLICKDIGITAL (Stylized) | 17-Nov-2011 | Registered | 4168007 |

Domain Names

rbk12blog.com
recordedbooksblog.com
oneclickdigital.biz