

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304562

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OverDrive, Inc.		05/14/2014	CORPORATION: DELAWARE
Teachers Notebook, LLC		05/14/2014	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Keybank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1804182	OVERDRIVE
Registration Number:	1859480	MIDAS TECHNOLOGY
Registration Number:	4163234	DIGITAL LIBRARY RESERVE
Registration Number:	4163223	OVERDRIVE
Registration Number:	4148714	CONTENT RESERVE
Registration Number:	4145114	MIDAS
Registration Number:	4145111	PRIVATE RESERVE
Registration Number:	3851792	DIGITAL BOOKMOBILE
Registration Number:	3296347	SCHOOL DOWNLOAD LIBRARY
Registration Number:	2526351	CONTENT RESERVE
Registration Number:	3292304	IDEAS WORTH SHARING
Registration Number:	4405982	OVERDRIVE READ
Serial Number:	85262719	LIBTUNES

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: 216-479-8386

TRADEMARK

Email: rebecca.gallagher@squiresanders.com
Correspondent Name: Steven M. Auvil
Address Line 1: 127 Public Square
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 034691.00173

NAME OF SUBMITTER: Steven M. Auvil

SIGNATURE: /Steven M. Auvil/

DATE SIGNED: 05/15/2014

Total Attachments: 9

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CONFIRMATION AND SUPPLEMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS

THIS CONFIRMATION AND SUPPLEMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (“this Confirmation”) is made and entered into as of this May 14, 2014 by OVERDRIVE, INC., a Delaware corporation (“OverDrive”) and TEACHERS NOTEBOOK, LLC, a New Jersey limited liability company (“Teachers” and, together with OverDrive, each a “Grantor” and collectively, the “Grantors”), to and in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent (the “Collateral Agent”) for the Lenders (as this and other capitalized terms not otherwise defined herein are defined in the Amended and Restated Credit Agreement defined below).

Recitals:

A. OverDrive is the “Grantor” under and pursuant to that certain Intellectual Property Security Agreement dated as of December 14, 2012 and Teachers is a “Grantor” pursuant to that certain Intellectual Property Security Agreement dated as of March 28, 2014 (collectively, the “IP Security Agreements”).

B. The IP Security Agreements were executed and delivered pursuant to that certain Credit Agreement dated as of December 14, 2012, as amended, restated or otherwise modified (the “Original Credit Agreement”) among OverDrive, as borrower, OverDrive Holdings, Inc., a Delaware corporation (“Holdings”), OverDrive Intermediate Holdings Inc., a Delaware corporation (“Intermediate”), Blue Sky Campus Inc., a Delaware limited liability company (“Blue Sky”), as guarantors, the lenders party thereto, and the Collateral Agent and that certain Unconditional Guaranty Agreement dated as of December 14, 2012 among OverDrive, Holdings, Intermediate, Blue Sky and, by joinder, Teachers.

C. OverDrive, Holdings, Intermediate, Blue Sky, Teachers, the Lenders and the Collateral Agent entered into an Amended and Restated Credit Agreement of even date herewith (the "Amended and Restated Credit Agreement"), wherein the parties amended and restated the Original Credit Agreement in its entirety.

D. The Grantors make this confirmation for the benefit of the Collateral Agent and the Lenders pursuant to Section 4.01(g) of the Amended and Restated Credit Agreement and as a condition to the effectiveness of the Amended and Restated Credit Agreement.

Confirmations and Agreements:

1. Each Grantor confirms that it, together with the other Debtors, the Lenders and the Collateral Agent, have entered into the Amended and Restated Credit Agreement and that, inter alia, the Amended and Restated Credit Agreement provides, subject to the terms and conditions thereof, for an increase in the aggregate Term Commitments.

2. Each Grantor also hereby confirms and ratifies all of its respective grants of security interests and liens, obligations, liabilities and agreements under and pursuant to the IP Security Agreements, which hereafter apply to all of the Debt and other Obligations under and pursuant to the Amended and Restated Credit Agreement, and confirms that the Amended Restated Credit Agreement and the transactions contemplated thereby do not limit, impair or otherwise affect any such grant, obligation, liability or agreement of such Grantor under the IP Security Agreements (except that such obligations, liabilities or agreements shall apply also to the additional Debt under the Amended and Restated Credit Agreement described above), which remain unmodified and in full force and effect.

3. For the avoidance of doubt, but without interfering with the efficacy of the existing security interests under the IP Security Agreements, each Grantor hereby re-grants to the Secured Party for the benefit of the Secured Creditors a security interest in and continuing lien on, with (only upon and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of the Grantor's right, title and interest in any and all of the Proprietary Collateral (as defined in the IP Security Agreements) including, all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications whether now owned or existing and filed or hereafter acquired or arising and filed.

4. OverDrive, as a "Grantor," hereby grants to the Secured Party for the benefit of the Secured Creditors a security interest in and continuing lien on, with (only upon and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of its right, title and interest in the Proprietary Collateral (as defined in the IP Security Agreements) listed on Exhibit A attached hereto and made a part hereof; such Proprietary Collateral is hereby added to the Proprietary Collateral on Exhibit A of the IP Security Agreements; and the amended and restated Exhibit A to the IP Security Agreements hereby replaces in its entirety the existing Exhibit A thereto.

5. Any and all references to the "Credit Agreement" in the IP Security Agreements shall be deemed to refer to the Amended and Restated Credit Agreement.

6. This Confirmation shall be governed by the laws of the State of New York, shall bind the Grantors and their respective successors and assigns, and shall inure to the benefit of the Lenders and the Collateral Agent and their respective successors and assigns.

7. This Confirmation 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.

[No additional provisions are on this page; the signature page follows.]

IN WITNESS WHEREOF, each Grantor has hereunto set its hand as of the date first above written.

GRANTORS:

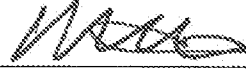
OVERDRIVE, INC.

By:  _____

Name: Michael Vantusko

Title: Chief Financial Officer and Secretary

TEACHERS NOTEBOOK, LLC

By:  _____

Name: Michael Vantusko

Title: Chief Financial Officer and Secretary

SECURED PARTY:

**KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent**

By: _____

Name: Thomas A. Crandell

Title: Senior Vice President

IN WITNESS WHEREOF, each Grantor has hereunto set its hand as of the date first above written.

GRANTORS:

OVERDRIVE, INC.

By: _____

Name: Michael Vantusko

Title: Chief Financial Officer and Secretary

TEACHERS NOTEBOOK, LLC

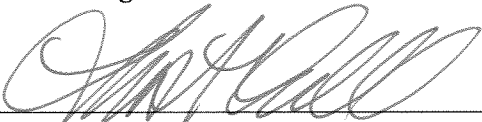
By: _____

Name: Michael Vantusko

Title: Chief Financial Officer and Secretary

SECURED PARTY:

**KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent**

By:  _____

Name: Thomas A. Crandell

Title: Senior Vice President

EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Patents

Attached to and Forming a Part of Exhibit A to the
Intellectual Property Security Agreement
between KeyBank National Association, as Secured Party and
OverDrive, Inc. and Teachers Notebook, LLC, as Grantors

Patents

Grantor Country Patent No. Issue Date Description

None

Patent Applications

<u>Grantor</u>	<u>Applicant</u>	<u>Application No.</u>	<u>File Date</u>	<u>Description</u>
OverDrive, Inc.	Jeffrey Sterling, OverDrive CTO	61/861,509	8/2/13	Provisional Patent Application for POINT OF SALE SYSTEM AND METHOD FOR SAMPLING AND PURCHASING DIGITAL CONTENT

Schedule of Trademarks

Attached to and Forming a Part of Exhibit A to the
Intellectual Property Security Agreement
between KeyBank National Association, as Secured Party and
OverDrive, Inc. and Teachers Notebook, LLC, as Grantors

Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
OverDrive, Inc.	1804182	11/16/93	OVERDRIVE
OverDrive, Inc.	1859480	10/25/94	MIDAS TECHNOLOGY
OverDrive, Inc.	4163234	6/26/12	DIGITAL LIBRARY RESERVE
OverDrive, Inc.	4163223	6/26/12	OVERDRIVE
OverDrive, Inc.	4148714	5/29/12	CONTENT RESERVE
OverDrive, Inc.	4145114	5/22/12	MIDAS
OverDrive, Inc.	4145111	5/22/12	PRIVATE RESERVE
OverDrive, Inc.	3851792	9/21/10	DIGITAL BOOKMOBILE
OverDrive, Inc.	3296347	9/25/07	SCHOOL DOWNLOAD LIBRARY
OverDrive, Inc.	2526351	1/1/02	CONTENT RESERVE
Teachers Notebook, LLC	3292304	9/11/07	IDEAS WORTH SHARING
OverDrive, Inc.	4405982	9/24/13	OVERDRIVE READ

Trademark Applications

<u>Grantor</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
OverDrive, Inc.	85262719	3/9/11	LIBTUNES

Schedule of Copyrights

Attached to and Forming a Part of Exhibit A to the
Intellectual Property Security Agreement
between KeyBank National Association, as Secured Party and
OverDrive, Inc. and Teachers Notebook, LLC, as Grantors

Copyrights

None.

Copyright Applications

None.