

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305784

|                                   |   |                       |                        |
|-----------------------------------|---|-----------------------|------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                            |                       |                        |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                         |                       |                        |
| <b>CONVEYING PARTY DATA</b>       |   |                       |                        |
| <b>Name</b>                       | <b>Formerly</b>                           | <b>Execution Date</b> | <b>Entity Type</b>     |
| Coughlan Companies, Inc.          |   | 05/23/2014            | CORPORATION: MINNESOTA |
| <b>RECEIVING PARTY DATA</b>       |   |                       |                        |
| <b>Name:</b>                      | Fifth Third Bank, as Administrative Agent |                       |                        |
| <b>Street Address:</b>            | 222 S. Riverside Plaza, 33rd Fl           |                       |                        |
| <b>City:</b>                      | Chicago                                   |                       |                        |
| <b>State/Country:</b>             | ILLINOIS                                  |                       |                        |
| <b>Postal Code:</b>               | 60606                                     |                       |                        |
| <b>Entity Type:</b>               | banking corporation: OHIO                 |                       |                        |
| <b>PROPERTY NUMBERS Total: 45</b> |   |                       |                        |
| <b>Property Type</b>              | <b>Number</b>                             | <b>Word Mark</b>      |                        |
| <b>Registration Number:</b>       | 3418361                                   |                       |                        |
| <b>Registration Number:</b>       | 2994999                                   |                       |                        |
| <b>Registration Number:</b>       | 3357848                                   | A                     |                        |
| <b>Registration Number:</b>       | 3138145                                   | A+                    |                        |
| <b>Registration Number:</b>       | 3138148                                   | A+BOOKS               |                        |
| <b>Registration Number:</b>       | 3191104                                   | BLAZERS               |                        |
| <b>Registration Number:</b>       | 3191112                                   | BLAZERS               |                        |
| <b>Registration Number:</b>       | 4194575                                   | CAPSTONE              |                        |
| <b>Registration Number:</b>       | 4194574                                   | CAPSTONE              |                        |
| <b>Registration Number:</b>       | 2405964                                   | CAPSTONE PRESS        |                        |
| <b>Registration Number:</b>       | 3023807                                   | CAPSTONE PRESS        |                        |
| <b>Registration Number:</b>       | 3784546                                   | CAPSTONE REWARDS      |                        |
| <b>Registration Number:</b>       | 2779533                                   | COMPASS POINT BOOKS   |                        |
| <b>Registration Number:</b>       | 2968527                                   | CRAFT PLUS            |                        |
| <b>Registration Number:</b>       | 3020986                                   | FACT FINDERS          |                        |
| <b>Registration Number:</b>       | 3021008                                   | FACT FINDERS          |                        |
| <b>Registration Number:</b>       | 2758956                                   | FACTHOUND             |                        |
| <b>Registration Number:</b>       | 3113871                                   | FIRST FACTS           |                        |
| <b>Registration Number:</b>       | 3113878                                   | FIRST FACTS           |                        |
| <b>Registration Number:</b>       | 4101329                                   | GOOD VS EVIL          |                        |
| <b>TRADEMARK</b>                  |   |                       |                        |

OP \$1140.00 3418361

| Property Type        | Number  | Word Mark                     |
|----------------------|---------|-------------------------------|
| Registration Number: | 3138146 | GRAPHIC LIBRARY               |
| Registration Number: | 3784523 | HELLO GENIUS                  |
| Registration Number: | 4453990 | MAGIC INSIDE METRICS INCLUDED |
| Registration Number: | 2697573 | MAUPIN HOUSE                  |
| Registration Number: | 3418360 | MAX AXIOM                     |
| Registration Number: | 3676343 | MY FIRST GRAPHIC NOVEL        |
| Registration Number: | 4029890 | MYCHOICE, MYBOOKS, MYGROWTH   |
| Registration Number: | 4016973 | MYON                          |
| Registration Number: | 3028932 | PEBBLE                        |
| Registration Number: | 2763151 | PEBBLE BOOKS                  |
| Registration Number: | 2748490 | PICTURE WINDOW BOOKS          |
| Registration Number: | 3339280 | SNAP BOOKS                    |
| Registration Number: | 3348094 | SNAP BOOKS                    |
| Registration Number: | 3925711 | SPEEDSCAN                     |
| Registration Number: | 3120685 | STONE ARCH BOOKS              |
| Registration Number: | 3193255 | TARGET SKILLS                 |
| Registration Number: | 3812926 | VELOCITY                      |
| Registration Number: | 4370891 | WONDER READERS                |
| Registration Number: | 2410455 | BLUE EARTH BOOKS              |
| Registration Number: | 2802801 | HIGH-INTEREST BOOKS           |
| Registration Number: | 2379586 | LIFE MATTERS                  |
| Registration Number: | 2826463 | RED BRICK                     |
| Registration Number: | 2824096 | RED BRICK                     |
| Registration Number: | 2377678 | YELLOW UMBRELLA               |
| Registration Number: | 3060259 | YELLOW UMBRELLA BOOKS         |

**CORRESPONDENCE DATA**

**Fax Number:** 3128637867

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3128637267

**Email:** jaclyn.digrande@goldbergkohn.com

**Correspondent Name:** Jaclyn Di Grande - Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 E Monroe St., Ste 3300

**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 5591.071

**NAME OF SUBMITTER:** Jaclyn Di Grande

**SIGNATURE:** /jaclyn di grande/

**DATE SIGNED:** 05/28/2014

**TRADEMARK**

**REEL: 005287 FRAME: 0550**

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 23rd day of May, 2014, by COUGHLAN COMPANIES, INC., a Minnesota corporation ("Grantor") in favor of FIFTH THIRD BANK, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor, Capstone Digital, LLC, a Minnesota limited liability company ("Digital" and together with Grantor, each a "Borrower" and, collectively, "Borrowers"), the Lenders (as defined therein) from time to time party thereto and Grantee are parties to that certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith among Borrowers, certain affiliates of Borrowers from time to time party thereto and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a first-priority, continuing security interest in, and lien on, substantially all of the assets of Grantor, including, without limitation, all right, title, and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including, without limitation, the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of all Obligations (as defined in the Credit Agreement) under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in, and lien on, Grantor's entire right, title, and interest in, under, and to the following (all of the following items or types of property being

herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired, or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations, extensions, or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

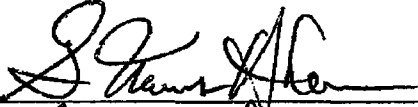
3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before the Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied in full and the Credit Agreement has been terminated, Grantor shall (i) become aware of any existing federally registered Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders, or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**COUGHLAN COMPANIES, INC.,**  
a Minnesota corporation

By:   
Name: G. THOMAS O'BRIEN  
Title: CEO




Agreed and Accepted  
As of the Date First Written Above

**FIFTH THIRD BANK,**  
as Administrative Agent


By:   
Name: PHILIP RENWICK  
Title: VICE PRESIDENT

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

| <b>Mark</b>   | <b>Country</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|---|----------------|-------------------------|--------------------------|
| Design only. This mark consists of a man/scientist with his arms crossed across his chest wearing a lab coat and dark glasses and the stylized letter "A" on the sleeve of the lab coat and on his belt buckle.  | United States  | 3,418,361               | 04/29/2008               |
| Design only. This mark consists of a window in a picture frame   | United States  | 2,994,999               | 09/13/2005               |
| Design only. This mark consists of the stylized letter "A" with the left leg of the letter in the form of a lightning bolt and with the letter partially encompassed in an oval field                            | United States  | 3,357,848               | 12/18/2007               |
| A+  | United States  | 3,138,145               | 09/05/2006               |
| A+ BOOKS (and Design)   | United States  | 3,138,148               | 09/05/2006               |
| BLAZERS   | United States  | 3,191,104               | 01/02/2007               |
| BLAZERS (and Design)  | United States  | 3,191,112               | 01/02/2007               |
| CAPSTONE (stylized)   | United States  | 4,194,575               | 08/21/2012               |
| CAPSTONE (word mark)  | United States  | 4,194,574               | 08/21/2012               |
| CAPSTONE PRESS  | United States  | 2,405,964               | 11/21/2000               |
| CAPSTONE PRESS (and Design)   | United States  | 3,023,807               | 12/06/2005               |
| CAPSTONE REWARDS  | United States  | 3,784,546               | 05/04/2010               |
| COMPASS POINT BOOKS   | United States  | 2,779,533               | 11/04/2003               |
| CRAFT PLUS  | United States  | 2,968,527               | 07/12/2005               |
| FACT FINDERS  | United States  | 3,020,986               | 11/29/2005               |
| FACT FINDERS (and Design)   | United States  | 3,021,008               | 11/29/2005               |
| FACTHOUND   | United States  | 2,758,956               | 09/02/2003               |
| FIRST FACTS   | United States  | 3,113,871               | 07/11/2006               |
| FIRST FACTS (and Design)  | United States  | 3,113,878               | 07/11/2006               |
| GOOD VS EVIL  | United States  | 4,101,329               | 02/21/2012               |
| GRAPHIC LIBRARY   | United States  | 3,138,146               | 09/05/2006               |
| HELLO GENIUS  | United States  | 3,784,523               | 05/04/2010               |
| MAGIC INSIDE METRICS INCLUDED   | United States  | 4,453,990               | 12/24/2013               |
| MAUPIN HOUSE  | United States  | 2,697,573               | 03/18/2003               |
| MAX AXIOM   | United States  | 3,418,360               | 04/29/2008               |
| MY FIRST GRAPHIC NOVEL  | United States  | 3,676,343               | 09/01/2009               |
| MYCHOICE, MYBOOKS, MYGROWTH   | United States  | 4,029,890               | 09/20/2011               |
| MYON  | United States  | 4,016,973               | 08/23/2011               |
| PEBBLE (and Design)   | United States  | 3,028,932               | 12/13/2005               |
| PEBBLE BOOKS (stylized word mark)   | United States  | 2,763,151               | 09/16/2003               |



|  |               |               |            |
|--|---------------|---------------|------------|
| PICTURE WINDOW BOOKS   | United States | 2,748,490     | 08/05/2003 |
| SNAP BOOKS   | United States | 3,339,280     | 11/20/2007 |
| SNAP BOOKS (and Design)  | United States | 3,348,094     | 12/04/2007 |
| SPEEDSCAN  | United States | 3,925,711     | 03/01/2011 |
| STONE ARCH BOOKS   | United States | 3,120,685     | 07/25/2006 |
| TARGET SKILLS  | United States | 3,193,255     | 01/02/2007 |
| VELOCITY   | United States | 3,812,926     | 07/06/2010 |
| WONDER READERS   | United States | 4,370,891     | 07/23/2013 |
| RAINTREE (CTM trademark)   | Europe        | 8,968,711     | 09/14/2010 |
| RAINTREE and design (CTM trademark)  | Europe        | 8,968,729     | 09/14/2010 |
| "R" stylized logo (CTM trademark)  | Europe        | 8,968,745     | 09/14/2010 |
| CURIOUS FOX (word only)  | International | UK00002609962 |            |
| CURIOUS FOX (logo)  | International | UK00002609963 |            |

In addition, Parent is the registered owner of, but does not intend to renew or otherwise maintain registration of the trademarks listed below and will permit each trademark to expire:

| Owner  | Mark                               | Country       | Registration No. |
|--------|------------------------------------|---------------|------------------|
| Parent | BLUE EARTH BOOKS                   | United States | 2,410,455        |
| Parent | HIGH-INTEREST BOOKS                | United States | 2,802,801        |
| Parent | LIFE MATTERS                       | United States | 2,379,586        |
| Parent | RED BRICK                          | United States | 2,826,463        |
| Parent | RED BRICK                          | United States | 2,824,096        |
| Parent | YELLOW UMBRELLA                    | United States | 2,377,678        |
| Parent | YELLOW UMBRELLA BOOKS (and Design) | United States | 3,060,259        |