

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Rowman & Littlefield Publishing Group, Inc.		05/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 South Charles Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Serial Number:	76548141	12 SHORT HIKES	
Registration Number:	2106070	12 SHORT HIKES	
Registration Number:	2379085	BASIC ESSENTIALS	
Registration Number:	2231571	BEST BIKE RIDES	
Serial Number:	76527114	THE CHEAP BASTARD'S GUIDE	
Registration Number:	2212782	CHOCKSTONE	
Registration Number:	2264197	CHOCKSTONE	
Registration Number:	2197392	DAY TRIPS	
Registration Number:	2069723	FALCON	
Registration Number:	4294927	A FALCON FIELD GUIDE	
Registration Number:	1582489	FALCON PRESS	
Registration Number:	4357706	FALCON GUIDE	
Registration Number:	2069915	FALCONGUIDE	
Registration Number:	2062420	FAT TRAX	
Registration Number:	2874190	FAT TRAX	
Registration Number:	4370791	FOOD LOVERS' GUIDE TO	
Registration Number:	2619174	GEOCACHING	
Registration Number:	3512132	GPP	
Registration Number:	3038565	HOOP TALES	
TRADEMARK			

OP \$1115.00 76548141

Property Type	Number	Word Mark
Registration Number:	2876945	HOW TO CLIMB
Registration Number:	2136975	HOW TO ROCK CLIMB
Registration Number:	1744454	THE INSIDERS' GUIDE
Serial Number:	74686384	INSIDERS' GUIDE
Registration Number:	4371374	INSIDERS' GUIDE
Registration Number:	2144946	INSIDERS' GUIDE ONLINE
Registration Number:	1734709	THE INSIDERS' GUIDE
Registration Number:	3567689	KNACK MAKE IT EASY
Registration Number:	2274539	LEADING THE WAY
Registration Number:	1942196	MONTANA ON MY MIND
Registration Number:	4341185	NATURE IN YOUR POCKET
Registration Number:	2244258	OFF THE BEATEN PATH
Registration Number:	3567204	OUTFIT YOUR MIND
Registration Number:	2321503	PARTNERS IN CLIMB
Registration Number:	3438587	PRO TACTICS
Registration Number:	2242474	QUICK ESCAPES
Registration Number:	1840479	RECOMMENDED COUNTRY INNS
Registration Number:	2178484	ROMANTIC DAYS AND NIGHTS
Registration Number:	4333099	SCENIC ROUTES & BYWAYS
Registration Number:	2240275	SHORT BIKE RIDES
Registration Number:	2866380	STADIUM STORIES
Serial Number:	75782535	THREEFORKS
Registration Number:	2995207	THREEFORKS
Registration Number:	2313953	TWODOT
Registration Number:	1875202	WATCHABLE WILDLIFE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 106896-01003

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 07/10/2014

TRADEMARK

REEL: 005320 FRAME: 0135

Total Attachments: 8

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Supplement to Patents, Trademarks and Licenses Security Agreement

This Supplement to Patents, Trademarks and Licenses Security Agreement (“Supplement”), dated as of May 22, 2014, is by and between **THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.** (the “Company”), a Delaware corporation, and **MANUFACTURERS AND TRADERS TRUST COMPANY**, in its capacity as lender (“Lender”).

BACKGROUND

A. This Supplement is being delivered in connection with that certain Patents, Trademarks and Licenses Security Agreement (Trademarks) dated July 12, 2007 by Company in favor of Lender (as amended, supplemented, superseded, restated, replaced or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

B. Pursuant to the Loan Agreement (as defined in the IP Security Agreement) and the IP Security Agreement, Company granted to Lender a lien on and security interest in all of Company’s Trademarks, Patents and Goodwill.

C. Company has acquired certain additional Assets including, without limitation, those Assets set forth on **Schedule A** attached hereto and made part hereof purchased pursuant to that certain Asset Purchase Agreement dated May 22, 2014 between Company, as purchaser, and sellers, Morris Book Publishing, LLC, a Georgia corporation and The Lyons Press, Inc., a Delaware corporation (the “Additional Assets”).

D. Company and Lender desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Lender’s lien on and security interest in the Additional Assets and desires to have its security interest in such Additional Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the IP Security Agreement and the Other Documents (as defined in the Loan Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Additional Assets, together with all the goodwill of Company associated with and represented by the Additional Assets, if any, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company acknowledges and confirms that the rights and remedies of Lender with respect to the security interest in the Additional Assets granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement. All references to the IP Security Agreement contained in the Loan Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement, which is deemed incorporated into and made part of the IP Security Agreement.

3. Schedule A to the IP Security Agreement is hereby supplemented by the information contained on Schedule A hereto. All references to Schedule A contained in the IP Security Agreement shall be deemed, for all purposes, to also refer to and include Schedule A hereto.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement, and all matters arising hereunder or related hereto, shall be governed by and construed in accordance with the laws of the State of Maryland applied to contracts to be performed wholly within the State of Maryland.

6. This 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 when taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**THE ROWMAN & LITTLEFIELD
PUBLISHING GROUP, INC.**

By: 

Name: George Pfanzak, Jr.

Title: Chief Financial Officer

Acknowledged and Accepted:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____

Name: Louis J. Noppenberger

Title: Administrative Vice President

**[SIGNATURE PAGE TO SUPPLEMENT TO PATENTS, TRADEMARKS AND
LICENSES SECURITY AGREEMENT]**

**TRADEMARK
REEL: 005320 FRAME: 0139**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**THE ROWMAN & LITTLEFIELD
PUBLISHING GROUP, INC.**

By: _____

Name: George Franzak, Jr.

Title: Chief Financial Officer

Acknowledged and Accepted:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____

Name: Louis J. Noppenberger

Title: Administrative Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO PATENTS, TRADEMARKS AND
LICENSES SECURITY AGREEMENT]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF MARYLAND : SS
COUNTY OF PRINCE GEORGE'S :

On this 21st day of May, 2014, before me personally appeared GEORGE FERMAN^{FA} to me known and being duly sworn, deposes and says that he is the CFO of THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC., the Company described in the foregoing Supplement to Patents, Trademarks and Licenses Security Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Nancy M. Hofmann
Notary Public

Nancy M. Hofmann
Notary Public of the
State of Maryland
My Commission Expires: 05/02/2017

My Commission Expires: 5-2-17

SCHEDULE A

See attached.

Schedule 1(a)(iv)

Morris Book Publishing, LLC Owned Trademarks

Mark	Current Status	Reg. No.	Reg. Date	Ser. No.	Filing Date	Expiration Date	Classes	Acceptable Use	Abandoned/Registered	Registered/Pending
12 Short Hikes	Abandoned	N/A	N/A	76548, 141	09/11/03	8/6/2004	16		X	
12 Short Hikes	Registered	2106070	10/14/97	75218, 074	12/24/96	10/14/2017	16			X
Basic Essentials	Registered	2379085	08/22/00	75694112	04/30/99	8/22/2020	16			X
Best Bike Rides	Registered	2231571	03/16/99	751327154	07/18/97	10/17/2018	16			X
Cheap Bastard's Guide, The	Abandoned	N/A	07/02/03	761527114	07/02/03	N/A	16		X	
Chockstone	Abandoned	2212782	12/22/98	75370803	10/09/97	N/A	9		X	
Chockstone	Registered	2264197	07/27/99	75370804	10/09/97	3/19/2019	16			X
Day Trips	Registered	2197392	08/02/93	73327585	09/11/81	8/2/2023	16			X
Falcon	Registered	2069723	06/10/97	75132263	07/08/96	3/29/2017	16 A Falcon® Guide;			X
Falcon Field Guide, A	Registered	4294927	02/26/13	85616547	05/03/12	2/26/2023	16 A Falcon® Field Guide			X
Falcon Press	Cancelled	1582489	02/13/90	73756973	10/11/98	N/A	16		X	
FalconGuide	Registered	4357708	06/26/13	88750667	10/23/12	6/28/2018	9			X
FalconGuide	Registered	2069915	06/10/97	75143937	08/02/96	3/29/2017	16 FalconGuides; A Falcon Guide			X
Fat Trax	Abandoned	2062420	05/13/97	75178273	10/07/96	N/A	16		X	
Fat Trax	Abandoned	2874190	08/17/04	76557597	10/20/03	N/A	16		X	
Food Lovers' Guide to	Registered	4370791	07/23/13	85616849	05/04/12	7/24/2018	16			X
Geocaching	Abandoned	2619174	02/20/02	76537891	08/15/03	9/26/2022	16		X	
gpp (& design)	Registered	3512132	10/07/08	771416292	03/07/08	N/A	16, 41			X
Hoop Tales	Cancelled	3038595	01/03/06	78950975	01/20/05	N/A	16		X	
How to Climb	Abandoned	prior 2876945	N/A	771338528	11/28/07	N/A	16		X	
How to Climb	Registered	2876945	08/24/04	76554665	10/08/03	8/24/2014	16			X
How to Rock Climb	Registered	2136975	02/17/98	75217902	12/24/96	1/14/2017	16			X
The Insider's Guide	Registered	1744454	01/05/93	74034333	03/05/90	1/18/2017	15			X
Insider's Guide	Registered	74686384	03/17/98	74686384	06/09/95	1/18/2017	42			X
Insider's Guide	Registered	4371374	07/23/13	85774725	11/08/12	7/23/2018	9			X
Insider's Guide (& Design), The	Registered	4371374	07/23/13	85774725	11/08/12	7/23/2018	9, 16			X
Insider's Guide Online	Abandoned	2144946	03/17/98	74686755	06/08/95	7/24/2018	42		X	
Insider's Guide, The	Registered	1734709	11/24/92	74034334	03/05/90	N/A	16			X
Knack Make It Easy (& Design)	Registered	3567689	01/27/09	77527871	07/22/08		16			X
Leading the Way	Abandoned	2274539	08/31/99	75661245	09/29/98		16		X	
Montana On My Mind	Common Law	1942196	12/19/95	74534301	05/07/94		16			X
Nature in Your Pocket	Registered	4341185	05/28/13	85616822	05/04/12		16			X
Off The Beaten Path	Registered	2244258	05/11/99	75327157	07/18/97		16			X
Outfit Your Mind	Registered	3567204	01/27/09	77499793	06/16/08		16			X
Partners in Climb	Abandoned	2321503	02/22/00	75648676	02/25/99		16		X	
Perry the Peregrine Falcon	Pending Trademark				01/21/14		16			X
Pro Tactics	Registered	3438587	05/27/08	77329393	11/14/07		16			X
Quick Escapes	Registered	2242474	05/04/99	75327075	07/18/97		16			X
Recommended Country Inns	Registered	1840479	06/21/94	74292599	07/09/92		16			X
Romantic Days and Nights	Registered	2176484	08/04/98	75327156	07/18/97		16			X
Scenic Routes & Byways	Registered	4333099	05/07/13	85616844	06/08/12		9, 16			X
Short Bike Rides	Registered	2240275	04/20/99	75327155	07/18/97		16			X
Stadium Stories	Registered	2966380	07/27/04	76534471	08/04/03		16			X
Threeforks	Abandoned			75782636	08/29/99		16		X	
Threeforks	Registered	2995207	09/19/05	76455770	07/23/04		16			X
TwoDot	Registered	2313963	02/01/00	75532094	11/19/98		16			X
Watchable Wildlife	Common Law	1875202	01/24/95	74341741	12/19/92	Dead	16			X

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