

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Rowman & Littlefield Publishing Group, Inc.		06/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morris Book Publishing, LLC
Street Address:	752 Broad Street
City:	Augusta
State/Country:	GEORGIA
Postal Code:	30901
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1247039	DAY TRIPS
Registration Number:	1744454	THE INSIDERS' GUIDE
Registration Number:	1734709	THE INSIDERS' GUIDE
Registration Number:	1840479	RECOMMENDED COUNTRY INNS
Registration Number:	2144947	INSIDERS' GUIDE
Registration Number:	2069723	FALCON
Registration Number:	2069915	FALCONGUIDE
Registration Number:	2136975	HOW TO ROCK CLIMB
Registration Number:	2106070	12 SHORT HIKES
Registration Number:	2197392	DAY TRIPS
Registration Number:	2242474	QUICK ESCAPES
Registration Number:	2231571	BEST BIKE RIDES
Registration Number:	2240275	SHORT BIKE RIDES
Registration Number:	2178484	ROMANTIC DAYS AND NIGHTS
Registration Number:	2244258	OFF THE BEATEN PATH
Registration Number:	2264197	CHOCKSTONE
Registration Number:	2313953	TWODOT
Registration Number:	2379085	BASIC ESSENTIALS
Registration Number:	2866380	STADIUM STORIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2876945	HOW TO CLIMB
Registration Number:	3438587	PRO TACTICS
Registration Number:	3512132	GPP
Registration Number:	3567204	OUTFIT YOUR MIND
Registration Number:	3567689	KNACK MAKE IT EASY
Registration Number:	2995207	THREEFORKS
Registration Number:	4294927	A FALCON FIELD GUIDE
Registration Number:	4341185	NATURE IN YOUR POCKET
Registration Number:	4370791	FOOD LOVERS' GUIDE TO
Registration Number:	4333099	SCENIC ROUTES & BYWAYS
Registration Number:	4357706	FALCON GUIDE
Registration Number:	4371374	INSIDERS' GUIDE

CORRESPONDENCE DATA

Fax Number: 2024576315
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: 2024576030
Email: deborah.lodge@squirepb.com, karen.agee@squirepb.com
Correspondent Name: Deborah Lodge, Squire Patton Boggs LLP
Address Line 1: 2550 M Street, NW
Address Line 4: Washington, D.C. 20037

ATTORNEY DOCKET NUMBER:	023071.0101
NAME OF SUBMITTER:	Deborah M. Lodge
SIGNATURE:	/Deborah M. Lodge/
DATE SIGNED:	07/18/2014

Total Attachments: 7
source=Intellectual Property Security Agreement_FULLY EXECUTED (00758487)#page1.tif
source=Intellectual Property Security Agreement_FULLY EXECUTED (00758487)#page2.tif
source=Intellectual Property Security Agreement_FULLY EXECUTED (00758487)#page3.tif
source=Intellectual Property Security Agreement_FULLY EXECUTED (00758487)#page4.tif
source=Intellectual Property Security Agreement_FULLY EXECUTED (00758487)#page5.tif
source=Intellectual Property Security Agreement_FULLY EXECUTED (00758487)#page6.tif
source=Intellectual Property Security Agreement_FULLY EXECUTED (00758487)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") having an effective date of the 22nd day of May, 2014, is made by The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation ("Grantor"), in favor of Morris Book Publishing, LLC, a Georgia limited liability company ("Morris" or "Grantee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (as hereafter defined).

WHEREAS, pursuant to an Asset Purchase Agreement (the "APA") dated the 22nd day of May, 2014, Morris, along with its subsidiary, The Lyons Press, Inc., a Delaware corporation ("Lyons", and collectively with Morris, the "Sellers"), are selling certain assets to the Grantor;

WHEREAS, as part of the purchase price under the APA, Morris is extending seller financing to the Grantor ("Seller Financing"), which is evidenced by a Subordinated Promissory Note from the Grantor and payable to the order of Morris in the face amount of \$9,000,000 (the "Note");

WHEREAS, in connection with the APA and the Note, the Grantor has entered into a Security Agreement with Morris dated May 22, 2014 (the "Security Agreement");

WHEREAS, in order to induce Grantor's senior creditor to consent to the transactions contemplated by the APA, including the issuance of the Note and the grant of the liens in the Security Agreement, the Sellers entered into that certain Intercreditor Agreement dated May 22, 2014 (the "Intercreditor Agreement") with the Manufacturers and Traders Trust Company (the "Senior Creditor"); and

WHEREAS, under the terms of the Security Agreement, subject to the rights of the Senior Creditor under the Senior Creditor Agreements and the Intercreditor Agreement, the Grantor has granted to Morris, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to Morris a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral");

(a) the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto; and

(b) the registered Copyrights in the United States Copyright Office set forth in Schedule B hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Seller Financing of Grantor now or hereafter existing, whether for principal, interest or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (as to Schedule A only) and the United States Copyright Office (as to Schedule B only). Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Morris 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned have caused this IP Security Agreement to be executed and delivered by its duly authorized officer to be effective as of the date first above written.

GRANTOR:

THE ROWMAN & LITTLEFIELD
PUBLISHING GROUP, INC.

By: 

As its: CEO

Date: 6/14/14

Address of Grantor's
chief executive office:

4501 Forbes Blvd, Ste 200
Lanham, MD 20706
Attention: James E. Lyons

STATE OF MARYLAND

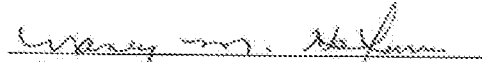
§

§

COUNTY OF PRINCE GEORGES

§

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE FRANZAL, JR. known to me to be the person and officer whose name is subscribed to the foregoing instrument as the CEO of The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation, and acknowledged to me that the same was the act of the said corporation, and executed for the purposes and consideration therein expressed and in the capacity therein stated.


NOTARY PUBLIC IN AND FOR
THE STATE OF MARYLAND

My Commission Expires:

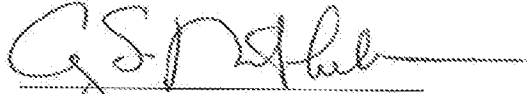
05-02-17

[Signature Page to IP Security Agreement]

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

GRANTEE:

MORRIS BOOK PUBLISHING, LLC



Craig S. Mitchell
Senior Vice President – Finance

Date: 6/12/14

Address of Grantee's
chief executive office:

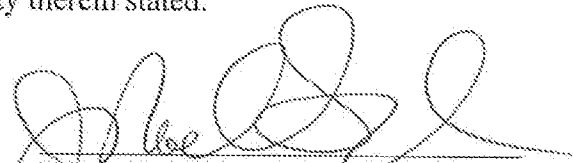
725 Broad Street
Augusta, GA 30901
Attention: William S. Morris III

STATE OF GEORGIA

§
§
§

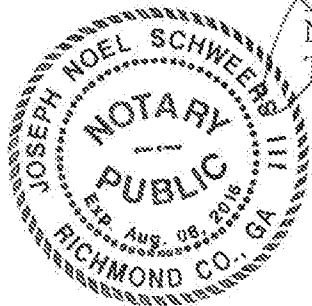
COUNTY OF RICHMOND

BEFORE ME, the undersigned authority, on this day personally appeared Craig S. Mitchell known to me to be the person and officer whose name is subscribed to the foregoing instrument as the Senior Vice President – Finance of Morris Book Publishing, LLC, a Georgia limited liability company, and acknowledged to me that the same was the act of the said corporation, and executed for the purposes and consideration therein expressed and in the capacity therein stated.



NOTARY PUBLIC IN AND FOR
THE STATE OF GEORGIA

My Commission Expires:



[Signature Page to IP Security Agreement]

Schedule A

TRADEMARKS

Mark	Current Status	Reg. No.	Reg. Date	Ser. No.	Filing Date	Exp. Date	Class	Acceptable Use
12 Short Hikes	Abandoned	N/A	N/A	76/548,141	09/11/03	8/6/2004	16	
12 Short Hikes	Registered	2106070	10/14/97	75/218,074	12/24/96	10/14/2017	16	
Basic Essentials	Registered	2379085	08/22/00	75/694112	04/30/99	8/22/2020	16	
Best Bike Rides	Registered	2231571	03/16/99	75/327154	07/18/97	10/17/2018	16	
Cheep Bastard's Guide, The	Abandoned	N/A	07/02/03	78/527114	07/02/03	N/A	16	
Chockstone	Abandoned	2212762	12/22/98	75/370803	10/09/97	N/A	9	
Chockstone	Registered	2264197	07/27/99	75/370804	10/09/97	3/19/2019	16	
Day Trips	Registered	1247039	08/02/83	73327585	09/11/81	8/2/2023	16	
Falcon	Registered	2069723	06/10/97	75/132263	07/08/96	3/29/2017	16	A Falcon® Guide.
Falcon Field Guide, A	Registered	4294927	02/26/13	85/615547	05/03/12	2/26/2023	16	A Falcon® Field Guide
Falcon Press	Cancelled	1582489	02/13/90	73/756973	10/11/98	N/A	16	
FalconGuide	Registered	4357706	06/25/13	85/760867	10/23/12	6/26/2018	9	
FalconGuide	Registered	2069915	06/10/97	75/143937	08/02/96	3/29/2017	16	FalconGuides, A Falcon Guide
Fat Trax	Abandoned	2062420	05/13/97	75/178273	10/07/96	N/A	16	
Fat Trax	Abandoned	2874190	08/17/04	76/557507	10/20/03	N/A	16	
Food Lovers' Guide to	Registered	4370791	07/23/13	85/616649	05/04/12	7/24/2018	16	
Geocaching	Abandoned	2619174	02/20/02	76/537891	08/15/03	9/26/2022	16	
gpp (& design)	Registered	3512132	10/07/06	77/416292	03/07/08	N/A	16, 41	
Hoop Tales	Cancelled	3038565	01/03/06	78/550975	01/20/05	N/A	16	
How to Climb	Abandoned	2876945	N/A	77/338528	11/28/07	N/A	9	
How to Climb	Registered	2876945	08/24/04	76/554665	10/09/03	8/24/2014	16	
How to Rock Climb	Registered	2136976	02/17/98	75/217902	12/24/96	11/4/2017	16	
Insiders' Guide	Registered	4371374	07/23/13	85/774725	11/08/12	7/23/2018	9	
Insiders' Guide (& Design), The	Registered	4371374	07/23/13	85/774725	11/08/12	7/24/2018	9, 16	
Insiders' Guide Online	Abandoned	2144946	03/17/98	74685755	06/08/95	N/A	42	
Insiders' Guide, The	Registered	1734709	11/24/92	74034334	03/05/90		16	
Knack Make It Easy (& Design)	Registered	3567689	01/27/09	77527871	07/22/08		16	
Leading the Way	Abandoned	2274539	08/31/99	75561245	09/29/98		16	
Montana On My Mind	Common Law	1942196	12/19/95	74534301	06/07/94		16	
Nature in Your Pocket	Pending			85/616622	05/04/12		16	
Off The Beaten Path	Registered	2244268	05/11/99	75327157	07/18/97		16	

TRADEMARK

REEL: 005325 FRAME: 0412

Schedule A

TRADEMARKS

Mark	Current Status	Reg. No.	Reg. Date	Ser. No.	Filing Date	Exp. Date	Class	Acceptable Use
Outfit Your Mind	Registered	3567204	01/27/09	77499793	06/16/08		16	
Partners In Climb	Abandoned	2321503	02/22/00	75648676	02/25/89		16	
Perry the Peregrine Falcon	Pending				01/21/14		16	
Pro Tactics	Registered	3438587	05/27/08	77329393	11/14/07		16	
Quick Escapes	Registered	2242474	05/04/99	75327075	07/18/97		16	
Recommended Country Inns	Registered	1840479	06/21/94	74292599	07/09/92		16	
Romantic Days and Nights	Registered	2178484	08/04/98	75327156	07/18/97		16	
Scenic Routes & Byways	Registered	4333099	05/07/13	85/646944	06/08/12		9, 16	
Short Bike Rides	Registered	2240275	04/20/99	75327155	07/18/97		16	
Stadium Stories	Registered	2866380	07/27/04	76534471	08/04/03		16	
Threeforks	Abandoned			75782535	08/25/99		16	
Threeforks	Registered	2995207	08/13/05	78455770	07/23/04		16	
Threeforks (& Design)	Registered						16	
TwoDot	Registered	2313953	02/01/00	75592094	11/19/98		16	
Watchable Wildlife	Common Law	1875202	01/24/95	74341741	12/21/92		Dead 16	

Schedule A
TRADEMARKS

Mark	Current Status	Reg. No.	Reg. Date	Ser. No.	Filing Date	Exp. Date	Class	Acceptable Use
THE INSIDERS GUIDE	Registered	1744454	01/05/93	74034333	03/05/90		15	
INSIDERS GUIDE	Registered	2144947	03/17/98	74686384	06/09/05	11/9/2017	42	
DAY TRIPS	Registered	2197392	08/08/83	73327583	09/11/81	08/02/2023	16	