

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O'REILLY MEDIA, INC.		08/01/2014	CORPORATION: DELAWARE
SAFARI BOOKS ONLINE, LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	78488021	A DEVELOPER'S NOTEBOOK	
Registration Number:	2262465		
Registration Number:	2209120		
Registration Number:	3020232		
Registration Number:	3707772	ETECH	
Registration Number:	4314604	FLUENT	
Registration Number:	3273775	FOO CAMP	
Registration Number:	3332270	HACKS SERIES	
Registration Number:	3093280	HEAD FIRST	
Registration Number:	3598407	IGNITE	
Registration Number:	1804376	NUTSHELL HANDBOOK	
Registration Number:	2128348	O'REILLY	
Registration Number:	3786222	O'REILLY	
Registration Number:	3918447	O'REILLY RADAR	
Registration Number:	3408732	OSCON	
Registration Number:	3103723	POGUE PRESS	
Registration Number:	2310728	RELEASE 1.0	
Registration Number:	3017615	THE BOOK THAT SHOULD HAVE BEEN IN THE BO	
TRADEMARK			

OP \$765.00 78488021

Property Type	Number	Word Mark
Registration Number:	2529375	THE MISSING MANUAL
Registration Number:	4200950	TOC
Registration Number:	4443423	SPREADING THE KNOWLEDGE OF INNOVATORS
Registration Number:	3956512	CREATIVE EDGE
Registration Number:	3866772	PUBFACTORY
Registration Number:	3837872	PUBFACTORY
Registration Number:	3210829	ROUGH CUTS
Registration Number:	2577741	SAFARI
Registration Number:	4523480	SAFARI FLOW
Serial Number:	85840481	CREATIVE EDGE CLASSROOM
Serial Number:	86006907	REDTAIL
Serial Number:	85762206	SAFARIU

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F151162

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 08/08/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of August 1, 2014, is entered into by and between **O'REILLY MEDIA, INC.**, a Delaware corporation ("*ORM*"), **SAFARI BOOKS ONLINE, LLC**, a Delaware limited liability company ("*Safari*") (each and together, jointly and severally, the "*Grantor*"), and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), by and among the Grantor, the Grantor and certain of the Grantor's affiliates party thereto from time to time, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "*Trademarks*" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

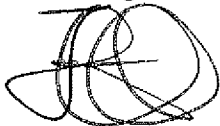
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent



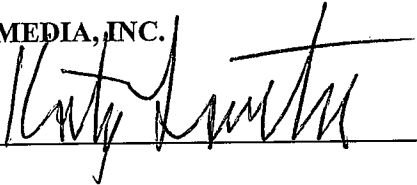
By: _____

Name: Tom Smith

Title: Managing Director

GRANTORS:

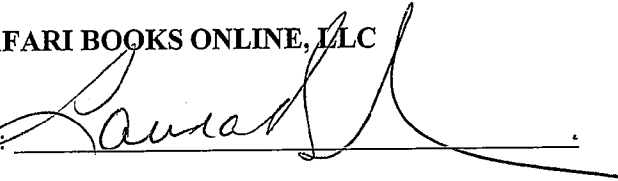
O'REILLY MEDIA, INC.

By: 

Name: Kathy Lanterman

Title Chief Financial Officer

SAFARI BOOKS ONLINE, LLC

By: 

Name: Laura Baldwin

Title: President, O'Reilly Media, Inc., sole Member

Schedule A to Trademark SECURITY AGREEMENT

Registered Trademarks

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	16	78488021	01/17/06	09/22/04	O'Reilly Media, Inc.	A DEVELOPER'S NOTEBOOK
China	16	4556228	07/21/08		O'Reilly Media, Inc.	A DEVELOPER'S NOTEBOOK
Taiwan	16	1199981	03/16/06		O'Reilly Media, Inc.	A DEVELOPER'S NOTEBOOK
CTM	16	4349197	06/02/06	03/21/05	O'Reilly Media, Inc.	A DEVELOPER'S NOTEBOOK
USA	16	2262465	07/20/09	01/06/98	O'Reilly Media, Inc.	CAMEL DESIGN
USA	42	2209120	12/08/98	01/06/98	O'Reilly Media, Inc.	CAMEL DESIGN
USA	16	3020232	11/29/05	07/26/04	O'Reilly Media, Inc.	DOG DESIGN
China	16	4605367	08/14/08		O'Reilly Media, Inc.	DOG DESIGN
Taiwan	16	1189583	01/01/06		O'Reilly Media, Inc.	DOG DESIGN
Japan	16	4914777	12/09/05		O'Reilly Media, Inc.	DOG DESIGN
CTM	16	4254967	05/30/06	01/24/05	O'Reilly Media, Inc.	DOG DESIGN
USA	35, 41	3707772	11/10/09	10/20/08	O'Reilly Media, Inc.	ETECH
USA	41	4314604	04/02/13	03/30/12	O'Reilly Media, Inc.	FLUENT
USA	41	3273775	08/07/07	10/13/06	O'Reilly Media, Inc.	FOO CAMP
USA	16	3332270	11/06/07	03/16/06	O'Reilly Media, Inc.	HACKS SERIES
USA	16	3093280	05/16/06	06/14/05	O'Reilly Media, Inc.	HEAD FIRST

China	16	5036440	04/28/09		O'Reilly Media, Inc.	HEAD FIRST
Taiwan	16, 35, 41, 42	1225977	09/01/06		O'Reilly Media, Inc.	HEAD FIRST
CTM	16	767091	03/02/07		O'Reilly Media, Inc.	HEAD FIRST
Japan	16	4956489	05/26/06		O'Reilly Media, Inc.	HEAD FIRST
USA	45	3598407	03/31/09	09/04/08	O'Reilly Media, Inc.	IGNITE & Design
USA	16	1804376	11/16/93	02/02/89	O'Reilly Media, Inc.	NUTSHELL HANDBOOK AND ACORN DESIGN
USA	16, 41, 42	2128348	01/13/98	08/05/96	O'Reilly Media, Inc.	O'REILLY
USA	09, 41	3786222	05/04/10	03/29/05	O'Reilly Media, Inc.	O'REILLY
China	16	4634929	08/07/08		O'Reilly Media, Inc.	O'REILLY
China	41	4634930	12/14/08		O'Reilly Media, Inc.	O'REILLY
China	42	4634931	12/14/08		O'Reilly Media, Inc.	O'REILLY
Taiwan	16	1208797	05/01/06		O'Reilly Media, Inc.	O'REILLY
Japan	9, 16, 41, 42	4961514	06/16/06		O'Reilly Media, Inc.	O'REILLY
CTM	41	4382537	04/26/06	04/11/05	O'Reilly Media, Inc.	O'REILLY
CTM	16, 41, 42	447755	07/01/99	03/02/97	O'Reilly Media, Inc.	O'REILLY
Brazil	16	830886346	06/03/14	12/10/10	O'Reilly Media, Inc.	O'REILLY
Brazil	09	830886222	06/03/14	12/10/10	O'Reilly Media, Inc.	O'REILLY
USA	9,16,41	3918447	02/15/11	12/02/08	O'Reilly Media, Inc.	O'REILLY RADAR

USA	41	3408732	04/08/08	08/02/07	O'Reilly Media, Inc.	OSCON
USA	16	3103723	06/13/06	06/09/05	O'Reilly Media, Inc.	POGUE PRESS
USA	16, 42	2310728	01/25/00	05/21/98	O'Reilly Media, Inc.	RELEASE 1.0
CTM	9, 16, 41	1244252	05/13/14	12/18/13	O'Reilly Media, Inc.	STRATA
USA	16	3017615	11/22/05	07/26/04	O'Reilly Media, Inc.	THE BOOK THAT SHOULD HAVE BEEN IN THE BOX
China	16	4605368	05/14/09		O'Reilly Media, Inc.	THE BOOK THAT SHOULD HAVE BEEN IN THE BOX
Taiwan	16	1189582	01/01/06		O'Reilly Media, Inc.	THE BOOK THAT SHOULD HAVE BEEN IN THE BOX
Japan	16	4950639	05/12/06		O'Reilly Media, Inc.	THE BOOK THAT SHOULD HAVE BEEN IN THE BOX
CTM	16	4254942	05/30/06	01/25/05	O'Reilly Media, Inc.	THE BOOK THAT SHOULD HAVE BEEN IN THE BOX
USA	16	2529375	01/15/02	06/19/00	O'Reilly Media, Inc.	THE MISSING MANUAL
China	16	4820617	01/14/09		O'Reilly Media, Inc.	THE MISSING MANUAL
Taiwan	16	1207355	05/01/06		O'Reilly Media, Inc.	THE MISSING MANUAL
Japan	16	4938075	03/17/06		O'Reilly Media, Inc.	THE MISSING MANUAL
CTM	16	4576013	08/29/08		O'Reilly Media, Inc.	THE MISSING MANUAL
USA	041	4200950	09/04/12	07/08/11	O'Reilly Media, Inc.	TOC
CTM	041, 035	010410603	04/13/12	11/11/11	O'Reilly Media, Inc.	TOC
China	41	902632	03/14/12		O'Reilly Media, Inc.	VELOCITY
USA	41	4443423	12/03/13	04/17/13	O'Reilly Media, Inc.	SPREADING THE KNOWLEDGE OF INNOVATORS

<u>Jurisdiction</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	9, 41	3956512	5/10/2011	10/26/2009	Safari Books Online, LLC	CREATIVE EDGE
China	9, 41	1048918	8/3/2010	8/3/2010	Safari Books Online, LLC	CREATIVE EDGE
EU	9, 41	1048918	8/3/2010	8/3/2010	Safari Books Online, LLC	CREATIVE EDGE
WIPO	9, 41	1048918	8/3/2010	8/3/2010	Safari Books Online, LLC	CREATIVE EDGE
WIPO	09, 38, 41, 42	1204456	8/5/2013	8/5/2013	Safari Books Online, LLC	CREATIVE EDGE CLASSROOM
USA (State of MA)	9	71905	10/27/09	unknown	Safari Books Online, LLC	IBIS READER
USA	9	3866772	10/26/10	2/9/2010	Safari Books Online, LLC	PUBFACTORY
USA	41	3837872	8/24/2010	1/27/2010	Safari Books Online, LLC	PUBFACTORY
EU	41	1195550EU	unknown	1/9/2014	Safari Books Online, LLC	REDTAIL
India	41	1195550IN	1/9/2014	1/9/2014	Safari Books Online, LLC	REDTAIL
WIPO	41	1195550	1/9/2014	1/9/2014	Safari Books Online, LLC	REDTAIL
USA	9	3210829	2/20/07	1/25/06	Safari Books Online, LLC	ROUGH CUTS
USA	41	2577741	6/11/2002	10/19/2000	Safari Books Online, LLC	SAFARI
China	41	1048919	8/3/2010	8/3/2010	Safari Books Online, LLC	SAFARI
EU	41	1048919	8/3/2010	8/3/2010	Safari Books Online, LLC	SAFARI
WIPO	41	1048919	8/3/2010	8/3/2010	Safari Books Online, LLC	SAFARI

EU	09, 38, 41, 42	1181971EM	4/24/2013	4/24/2013	Safari Books Online, LLC	SAFARIU
WIPO	09, 38, 41, 42	1181971	4/24/2013	4/24/2013	Safari Books Online, LLC	SAFARIU
USA	41	4523480	4/29/2014	7/10/2013	Safari Books Online, LLC	SAFARI FLOW
India	41	1195551IN	1/9/2014	1/9/2014	Safari Books Online, LLC	SAFARI FLOW
WIPO	41	1195551	1/9/2014	1/9/2014	Safari Books Online, LLC	SAFARI FLOW

<u>Jurisdiction</u>	<u>Class</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
India	41	2007371	8/11/2010	Safari Books Online, LLC	CREATIVE EDGE
USA	09, 41	85840481	2/4/2013	Safari Books Online, LLC	CREATIVE EDGE CLASSROOM
China	09, 38, 41, 42	1024456CN	8/5/2013	Safari Books Online, LLC	CREATIVE EDGE CLASSROOM
EU	09, 38, 41, 42	1024456EM	8/5/2013	Safari Books Online, LLC	CREATIVE EDGE CLASSROOM
India	09, 38, 41, 42	1204456IN	8/5/2013	Safari Books Online, LLC	CREATIVE EDGE CLASSROOM
USA	41	86006907	7/10/2013	Safari Books Online, LLC	REDTAIL
China	41	1195550CN	1/9/2014	Safari Books Online, LLC	REDTAIL
Brazil	41	840174110	6/26/2012	Safari Books Online, LLC	SAFARI
India	41	2007370	8/11/2010	Safari Books Online, LLC	SAFARI
USA	09, 38, 41, 42	85762206	10/24/2012	Safari Books Online, LLC	SAFARIU
China	41	1195551CN	1/9/2014	Safari Books Online, LLC	SAFARI FLOW
EU	41	1195551EU	1/9/2014	Safari Books Online, LLC	SAFARI FLOW