



ADDITIONAL NAMES OF CONVEYING PARTIES

WD Navarre Holdings, LLC

Limited Liability Company

New York

**SCHEDULE A  
TO  
TRADEMARKS ONLY RECORDATION**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**WYNIT Distribution, LLC:**

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
"WYNIT WE DISTRIBUTE," stylized form	USA	3037412
"WYNIT WE DISTRIBUTE" & Design	USA	3267231
"WYNIT", standard character mark	USA	3267207

**WD Navarre Holdings, LLC:**

<u>Country</u>	<u>Mark</u>	<u>Application/Registration No.</u>	<u>Application/Registration Date</u>
US	NAVARRE	78/728,457 - 3459429	10/6/2005 - 7/1/2008
US	NAVARRE	78/728,453 - 3535430	10/6/2005 - 11/18/2008
US	NAVARRE	78/728,454 - 3437863	10/6/2005 - 5/27/2008
US	NAVARRE (Stylized)	78/728,464 - 3442455	10/6/2005 - 6/3/2008
US	NAVARRE (Stylized)	78/728,459 - 3459430	10/6/2005 - 7/1/2008
US	NAVARRE (Stylized)	78/728,462 - 3535431	10/6/2005 - 11/18/2008
US	ENCORE	78/197,016 - 3301629	12/20/2002 - 10/2/2007
US	ENCORE A NAVARRE CORPORATION COMPANY(Stylized)	76/563,730 - 3047491	11/24/2003 - 1/24/2006
US	ENCORE SOFTWARE	74/700,386 - 2007914	7/12/1995 - 10/15/1996

US	HIGH SCHOOL ADVANTAGE	75/725,427 - 2387498	7/06/1999- 9/19/2000
US	ELEMENTARY ADVANTAGE	85/140,975 - 4051841	09/29/2010- 11/08/2011
US	ADVANTAGE	85/137,225 - 3965917	09/24/2010- 05/24/2011
US	ADVANTAGE	85/137,223 - 3965916	09/24/2010- 05/24/2011
US	FUN & SKILLS PACK	77/839,661 - 3875640	10/01/2009- 11/16/2010
US	PRECISIONPOINT	77/816,215 - 3962551	08/31/2009- 05/17/2011
US	PROFESSOR FUJI'S KAKURO	78/825,300 - 3403333	02/08/2006- 03/25/2008
US	SLOT CITY	75/654,870 - 2374704	03/14/1999- 08/08/2000
US	NEXGEN	77/446,265 - 3680823	04/11/2008- 09/08/2009
US	SHARK	77/263,073 - 3588093	08/23/2007- 03/10/2009
US	3D CUSTOM WORKSHOP	77/249,904 - 3473499	08/08/2007- 07/22/2008
US	TECHNOLOGY THAT THINKS AS YOU DRAW	77/115,007 - 3367945	02/23/2007- 01/15/2008
US	PUNCH! SOFTWARE & Design	77/083,206 - 3364472	01/15/2007- 01/08/2008
US	LOGICCURSOR	77/082,034 - 3493247	01/12/2007- 08/26/2008
US	DESIGN UNLIMITED	77/058,221 - 3477275	12/06/2006- 07/29/2008
US	VIACAD	77/051,343 - 3344894	11/27/2006- 11/27/2007

US	3D HOME ARCHITECT	74/464,470 - 1862392	02/01/1993- 01/15/1994
US	ARCHITECTURAL SERIES	78/144,584 - 2772758	07/17/2002- 10/07/2003
US	MASTER LANDSCAPE & HOME DESIGN	78/251,745 - 2828101	09/19/2003- 03/30/2004
US	PUNCH! SOFTWARE	75/557,004 - 2285409	09/23/1998- 10/12/1999
US	PUNCH! UNIVERSITY	78/919,820 - 3367137	06/29/2006- 01/08/2008
US	REALMODEL	75/557,005 - 2252216	09/23/1998- 01/08/1999
US	MYSTERY MASTERS	85/057,524 - 4239999	01/08/2010- 11/13/2012
US	VIVA MEDIA	77/366,153 - 3578805	01/08/2008- 02/24/2009

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of October 14, 2014, is made by WYNIT DISTRIBUTION, LLC ("**WYNIT**") and WD NAVARRR HOLDINGS, LLC ("**WD Holdings**") and together with WYNIT, each individually a "**Grantor**" and collectively, the "**Grantors**"), in favor of PNC BANK, NATIONAL ASSOCIATION ("**Grantee**"), as agent for the financial institutions which are now or which hereafter become a party (collectively, the "**Lenders**" and each individually, a "**Lender**") to that certain Revolving Credit and Security Agreement (as in effect on the date hereof and as amended, modified and supplemented from time to time, the "**Credit Agreement**"), dated of even date hereof, by and among Grantors, certain subsidiaries and affiliates of Grantors, Grantee and Lenders.

**WHEREAS**, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantors;

**WHEREAS**, under the terms of the Credit Agreement, the Grantors have granted to Grantee a security interest in, among other property, the intellectual property of the Grantors; and

**WHEREAS**, the Grantors have agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**") and the Canadian Intellectual Property Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with the Grantee as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security**. Each of the Grantors hereby pledge and grant to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**");

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantors' business symbolized by the foregoing or connected therewith (the "**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "**Trademark Collateral**" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C.

§ 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each of the Grantors hereby authorizes the Commissioner for Trademarks and any other government officials, including officials in the Canadian Intellectual Property Office, to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Credit Agreement and Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantors will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the Other Documents.

6. Execution in Counterparts. This Trademark Security Agreement 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

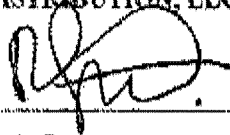
9. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

{Signature page follows}

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

WYNT DISTRIBUTION, LLC

By: \_\_\_\_\_

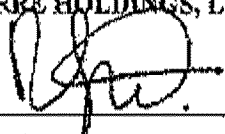


Name: Randy Saputo

Title: Chief Financial Officer

WD NAVARRE HOLDINGS, LLC

By: \_\_\_\_\_



Name: Randy Saputo

Title: Chief Financial Officer

[Trademark Security Agreement]

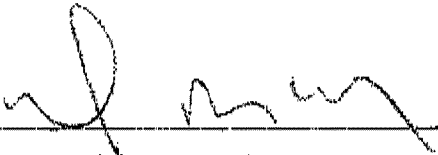
TRADEMARK  
REEL: 005385 FRAME: 0620



AGREED TO AND ACCEPTED:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Grantee and Agent for the Lenders

By:



Name: Michael P. McMahon

Title: Authorized Signatory

Address:

Three PNC Plaza, 6<sup>th</sup> Floor  
225 Fifth Avenue  
Pittsburgh, Pennsylvania 15222  
Attn: James Steffy, Vice President

{Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005385 FRAME: 0621**

**SCHEDULE 1**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

**WYNIT Distribution, LLC:**

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
"WYNIT WE DISTRIBUTE," stylized form	USA	3037412
"WYNIT WE DISTRIBUTE" & Design	USA	3267231
"WYNIT", standard character mark	USA	3267207

**WD Navarre Holdings, LLC:**

<u>Country</u>	<u>Mark</u>	<u>Application/Registration No.</u>	<u>Application/Registration Date</u>
CAN	NAVARRE	1296877- TMA793956	4/6/2006
CAN	NAVARRE (Stylized)	1296878- TMA793957	4/6/2006
CAN	ENCORE SOFTWARE	1080442- TMA577205	03/10/2003
CAN	ENCORE EDUCATION	1080270- TMA569093	10/18/2002
CAN	ENCORE EDUCATION	1080271- TMA569585	10/24/2002
CAN	ENCORE A NAVARRE CORPORATION COMPANY	1378081- TMA756935	01/13/2010
CAN	ENCORE SOFTWARE	1080451- TMA569560	10/24/2002
US	NAVARRE	78/728,457 - 3459429	10/6/2005 - 7/1/2008
US	NAVARRE	78/728,453 - 3535430	10/6/2005 - 11/18/2008
US	NAVARRE	78/728,454 - 3437863	10/6/2005 - 5/27/2008
US	NAVARRE (Stylized)	78/728,464 - 3442455	10/6/2005 - 6/3/2008

{Schedule 1 - Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005385 FRAME: 0622**

US	NAVARRE (Stylized)	78/728,459 - 3459430	10/6/2005 - 7/1/2008
US	NAVARRE (Stylized)	78/728,462 - 3535431	10/6/2005 - 11/18/2008
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US	ENCORE SOFTWARE	74/700,386 - 2007914	7/12/1995- 10/15/1996
US	HIGH SCHOOL ADVANTAGE	75/725,427 - 2387498	7/06/1999- 9/19/2000
AUS	ENCORE SOFTWARE	855193 - 855193	10/27/2000 - 9/17/2001
CAN	FUN & SKILLS PACK	1489017- TMA802815	07/22/2011
US	ELEMENTARY ADVANTAGE	85/140,975 - 4051841	09/29/2010- 11/08/2011
US	ADVANTAGE	85/137,225 - 3965917	09/24/2010- 05/24/2011
US	ADVANTAGE	85/137,223 - 3965916	09/24/2010- 05/24/2011
US	FUN & SKILLS PACK	77/839,661 - 3875640	10/01/2009- 11/16/2010
US	PRECISIONPOINT	77/816,215 - 3962551	08/31/2009- 05/17/2011
US	PROFESSOR FUJI'S KAKURO	78/825,300 - 3403333	02/08/2006- 03/25/2008
US	SLOT CITY	75/654,870 - 2374704	03/14/1999- 08/08/2000
US	NEXGEN	77/446,265 - 3680823	04/11/2008- 09/08/2009
US	SHARK	77/263,073 - 3588093	08/23/2007- 03/10/2009
US	3D CUSTOM WORKSHOP	77/249,904 - 3473499	08/08/2007- 07/22/2008

{Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005385 FRAME: 0623**

US	TECHNOLOGY THAT THINKS AS YOU DRAW	77/115,007 - 3367945	02/23/2007- 01/15/2008
US	PUNCH! SOFTWARE & Design	77/083,206 - 3364472	01/15/2007- 01/08/2008
US	LOGICCURSOR	77/082,034 - 3493247	01/12/2007- 08/26/2008
US	DESIGN UNLIMITED	77/058,221 - 3477275	12/06/2006- 07/29/2008
US	VIACAD	77/051,343 - 3344894	11/27/2006- 11/27/2007
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US	PUNCH! SOFTWARE	75/557,004 - 2285409	09/23/1998- 10/12/1999
US	PUNCH! UNIVERSITY	78/919,820 - 3367137	06/29/2006- 01/08/2008
US	REALMODEL	75/557,005 - 2252216	09/23/1998- 01/08/1999
US	MYSTERY MASTERS	85/057,524 - 4239999	01/08/2010- 11/13/2012
US	VIVA MEDIA	77/366,153 - 3578805	01/08/2008- 02/24/2009

[Trademark Security Agreement]