

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tantor Media, Incorporated		01/30/2015	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85314486	TANTOR AUDIO	
Serial Number:	85314497	TANTOR AUDIO	
Serial Number:	86141481	TANTOR MEDIA	
Serial Number:	86141477	TANTOR MEDIA	
Serial Number:	86141472	TANTOR MEDIA	
Serial Number:	86141469	TANTOR MEDIA	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>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.</i>			
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	1200 Seventeenth Street, NW		
Address Line 4:	Washington, D.C. 20033		
ATTORNEY DOCKET NUMBER:	042802-0000159		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	01/30/2015		

CH \$165.00 85314486

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 30, 2015 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Counterpart Agreement, dated as of January 30, 2015 (the “**Counterpart Agreement**”), between the Grantor and the Collateral Agent, pursuant to which the Grantor has become a party to that certain Pledge and Security Agreement, dated as of January 31, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Counterpart Agreement and the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

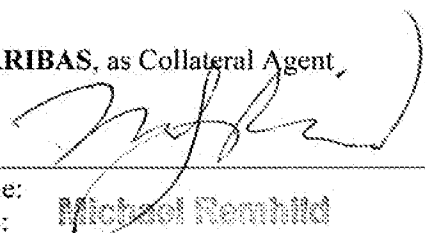
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TANTOR MEDIA, INCORPORATED,
as a Grantor

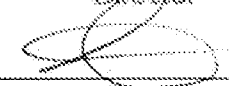
By: 
Name: Richard Freese
Title: President + CEO

X

BNP PARIBAS, as Collateral Agent,

By:  _____

Name:
Title: Michael Remhild
Director

By:  _____

Name: ~~BNP Paribas~~
Title: ~~BNP Paribas~~
BNP Paribas
BNP Paribas President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Trademark	Filing Date	Status	Serial No.	Registration No.
Tantor Media, Incorporated	TANTOR AUDIO	5/6/2011	Registered	85314486	4079704
Tantor Media, Incorporated	TANTOR AUDIO	5/6/2011	Registered	85314497	4090217
Tantor Media, Incorporated	TANTOR MEDIA	12/12/2013	Pending	86141481	
Tantor Media, Incorporated	TANTOR MEDIA	12/12/2013	Pending	86141477	
Tantor Media, Incorporated	TANTOR MEDIA	12/12/2013	Pending	86141472	
Tantor Media, Incorporated	TANTOR MEDIA	12/12/2013	Pending	86141469	

Domain Names:

tantor.mobi
 tantordirect.com
 tantorpublishing.com
 bookwormbuddy.info
 scroungehound.xyz
 tantorebooks.com
 fogislandmountain.com
 fogislandmountains.com
 tantortv.com
 goodlistens.com
 tantor.com
 scroungehound.com
 audioandebooks.com
 tantorbooks.com
 tantor.net
 tantor.org
 audiobookbuddy.com
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