

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM331758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROQUEST LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A. AS COLLATERAL AGENT		
<b>Street Address:</b>	100 N. TRYON STREET		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4560641	UDINI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128225178		
<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>			
<b>Phone:</b>	212-530-5178		
<b>Email:</b>	lkass@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy		
<b>Address Line 1:</b>	1 Chase Manhattan Plaza		
<b>Address Line 2:</b>	c/o Lawrence Kass		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.67900		
<b>NAME OF SUBMITTER:</b>	Lawrence Kass		
<b>SIGNATURE:</b>	/Lawrence Kass/		
<b>DATE SIGNED:</b>	02/10/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of February 2, 2015, is entered into by the undersigned (the “Grantor”) in favor of Bank of America, N.A., as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as referred to in the Pledge and Security Agreement described below).

**WHEREAS**, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated October 24, 2014 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title, and interest in and to the Trademark Collateral (as defined below).

**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 Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in, or incorporated by reference in, the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Counterparts. This 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.

[Signatures follow]

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

GRANTOR:

PROQUEST LLC

By: Larisa Avner Trainor  
Name: Larisa Avner Trainor  
Title: Secretary

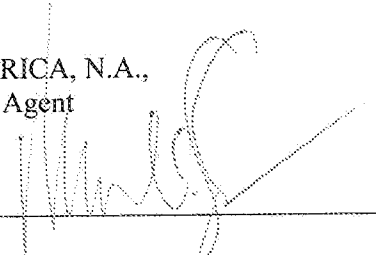
[Signature Page to Trademark Security Agreement]

BANK OF AMERICA, N.A.,  
as Collateral Agent

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

Name:

Title:

  
**Roberto Salazar**  
**Vice President**

[Signature Page to Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 005457 FRAME: 0735**

SCHEDULE A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No./ Application No.</b>
ProQuest LLC	UDINI	USA	Registration No. 4560641