

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347161

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		IP Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HM Publishers Holdings Limited		06/26/2015	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Security Agent		
Street Address:	5 The North Colannade, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4BB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2862728	I WONDER WHY	
Registration Number:	3188408	NATURE	
Registration Number:	1129966	NATURE	
Registration Number:	3505324	NPG	
Registration Number:	3445206	NPG	
Registration Number:	3620994	NPG	
Registration Number:	3445205	NPG	
Registration Number:	3445207	NPG	
Registration Number:	2673254	ONESTOPENGLISH	
Registration Number:	2769569	PALGRAVE	
Registration Number:	2914741	PALGRAVE	
Registration Number:	2769568	PALGRAVE	
Registration Number:	2845271		
Registration Number:	2858264		
Registration Number:	2778193		
Registration Number:	3246568	PALGRAVE MACMILLAN	
Registration Number:	4692679	SCIENTIFIC REPORTS	
Registration Number:	1545329	THE NEW PALGRAVE	
Registration Number:	3765972	THE SOURCE EVENT	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 3026365454*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:** 800-927-9801 x 62348**Email:** jean.paterson@cscglobal.com**Correspondent Name:** Corporation Service Company**Address Line 1:** 1090 Vermont Avenue NW, Suite 430**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 692166-5**NAME OF SUBMITTER:** Jean Paterson**SIGNATURE:** /jep/**DATE SIGNED:** 07/08/2015**Total Attachments: 6**

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HM PUBLISHERS HOLDINGS LIMITED

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Company

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 6/26/2015

- Assignment
- Security Agreement
- Other IP Security Agreement Supplement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Security Agent

Street Address: 5 The North Colonnade, Canary Wharf

City: London

State: _____

Country: UK Zip: E14 4BB

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship London

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

1129866 & 29 others; see schedule attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jill C. Ruderfer

Internal Address: c/o Clifford Chance US LLP

Street Address: 31 West 52nd Street

City: New York

State: NY Zip: 10019

Phone Number: 212-878-8022

Docket Number: _____

Email Address: jill.ruderfer@cliffordchance.com

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

6/30/2015

Signature

Date

Jill C. Ruderfer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1468, Alexandria, VA 22313-1450

Intellectual Property Security Agreement Supplement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), dated as of June 26, 2015, between HM Publishers Holdings Limited, a company organized under the laws of England and Wales with registered number 46694 with its registered office at Brunel Road, Houndmills, Basingstoke, Hampshire RG21 6XS, United Kingdom (the "Debtor") and Barclays Bank PLC, as Security Agent (the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Springer Science+Business Media Deutschland GmbH (formerly Blitz 13-253 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany (the "Lead Borrower") has entered into the credit agreement dated as of August 14, 2013 (as amended on 13 September 2013, as amended on 25 February 2014, as amended on August 15, 2014, as amended on May 5, 2015, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among, *inter alia*, the Lead Borrower, Springer SBM One GmbH (formerly Blitz 13-347 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany ("Holdings"); Springer SBM Two GmbH (formerly Blitz 13-252 GmbH), a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany (the "Parent"); each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"); and Barclays Bank PLC, as Administrative Agent, Collateral Agent and L/C Issuer;

WHEREAS, the Lead Borrower has entered into the Intercreditor Agreement dated 14 August 2013 (as amended, restated supplemented or otherwise modified from time to time) among, Credit Suisse AG, London Branch, as Senior Agent, Goldman Sachs Lending Partners LLC, as Junior Agent, the debtors party thereto and Barclays Bank PLC, as Security Agent (as amended May 4, 2015 and as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

WHEREAS, the Debtor has executed and delivered that certain US Asset Security Agreement dated June 26, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Security Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement Supplement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

1. **Grant of Security**

The Debtor hereby grants to the Security Agent for the ratable benefit of the Secured Parties under the Security Agreement a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

- 1.1 all material United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time) (the "Trademarks");
- 1.2 all United States, international and foreign patents, patent applications and statutory invention registrations, including, without limitation, the patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "Patents");
- 1.3 all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, any renewals or extensions thereof, all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights, including, without limitation, the copyright registrations and copyright applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time), together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (the "Copyrights");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

2. **Recordation**

The Debtor authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

3. **Execution in Counterparts**

This IP Security Agreement Supplement 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.

4. **Grants, Rights and Remedies**

This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent 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.

5. **Governing Law**

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

[Signature page follows]

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

HM PUBLISHERS HOLDINGS LIMITED

By: 
Name: RACHEL JACOBS
Title: DIRECTOR

in the presence of:

Signature of witness: 

Name of witness: THOMAS PLOWMAN

Occupation of witness: SOLICITOR

Address of witness: FALWINGFIELD, 65 FLEET ST, LONDON EC4Y 1HS

Address:

HM Publishers Holdings Limited
4 Crinan Street
London
N1 9XW
United Kingdom

SCHEDULE A
TRADE MARKS

Trademark	Status	Official Number	Filing Date	Registration Date	Classes	Owner	Country
I WONDER WHY	Registered	2862728	24/04/2003	13/07/2004	16	HM Publishers Holdings Ltd	United States of America
NATURE	Registered	3188408	27/08/1997	26/12/2006	09,41,42	HM Publishers Holdings Ltd	United States of America
NATURE	Registered	1129966	06/07/1978	29/01/1980	16	HM Publishers Holdings Ltd	United States of America
npq	Registered	3505324	01/03/2006	23/09/2008	41	HM Publishers Holdings Ltd	United States of America
npq	Registered	3445206	01/03/2006	10/06/2008	16	HM Publishers Holdings Ltd	United States of America
npq	Registered	3620994	01/03/2006	12/05/2009	42	HM Publishers Holdings Ltd	United States of America
npq	Registered	3445205	01/03/2006	10/06/2008	9	HM Publishers Holdings Ltd	United States of America
npq	Registered	3445207	01/03/2006	10/06/2008	35	HM Publishers Holdings Ltd	United States of America
ONESTOPENGLISH	Registered	2673254	15/11/2000	07/01/2003	09,16,41	HM Publishers Holdings Ltd	United States of America
PALGRAVE	Registered	2769569	31/05/2000	30/09/2003	16	HM Publishers Holdings Ltd	United States of America
PALGRAVE	Registered	2914741	31/05/2000	28/12/2004	41,42	HM Publishers Holdings Ltd	United States of America
PALGRAVE	Registered	2769568	31/05/2000	30/09/2003	9	HM Publishers Holdings Ltd	United States of America
PALGRAVE Device	Registered	2845271	10/07/2000	25/05/2004	9	HM Publishers Holdings Ltd	United States of America
PALGRAVE Device	Registered	2858264	10/07/2000	29/06/2004	16	HM Publishers Holdings Ltd	United States of America
PALGRAVE Device	Registered	2778193	10/07/2000	28/10/2003	41,42	HM Publishers Holdings Ltd	United States of America
PALGRAVE MACMILLAN	Registered	3246568	21/12/2005	29/05/2007	09,16,35,41,42	HM Publishers Holdings Ltd	United States of America
SCIENTIFIC REPORTS Device	Registered	4692679	08/12/2010	24/02/2015	09,16,35,38,41,42	HM Publishers Holdings Ltd	United States of America
THE NEW PALGRAVE	Registered	1545329	28/03/1988	27/06/1989	16	HM Publishers Holdings Ltd	United States of America
THE SOURCE EVENT	Registered	3765972	08/10/2008	30/03/2010	09,16,35,41	HM Publishers Holdings Ltd	United States of America