

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349951

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RECORDED BOOKS INC.		07/31/2015	CORPORATION:
HIGHBRIDGE COMPANY, LLC		07/31/2015	LIMITED LIABILITY COMPANY:
TANTOR MEDIA, INCORPORATED		07/31/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	BLACKROCK CAPITAL INVESTMENT CORPORATION, as Second Lien Collateral Agent
Street Address:	40 EAST 52ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4168007	D ONECLICKDIGITAL
Registration Number:	4027898	
Registration Number:	3783912	GRIOT AUDIO
Registration Number:	3802326	GRIOT AUDIO
Registration Number:	4491590	ONECLICKDIGITAL
Registration Number:	4572765	RBDIGITAL
Registration Number:	4079704	TANTOR AUDIO
Registration Number:	4090217	TANTOR AUDIO
Registration Number:	4717537	TANTOR MEDIA
Registration Number:	4717536	TANTOR MEDIA
Registration Number:	4717538	TANTOR MEDIA
Registration Number:	4717539	TANTOR MEDIA

CORRESPONDENCE DATA

Fax Number: 2022825100

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: 202-282-5202

Email: eanderson@winston.com

Correspondent Name: WINSTON & STRAWN LLP

Address Line 1: 200 PARK AVENUE

Address Line 2: LAURYN E. MAY

Address Line 4: NEW YORK, NEW YORK 10166-4193

ATTORNEY DOCKET NUMBER:	86700.55
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NAME OF SUBMITTER:	Lauryn E. May
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SIGNATURE:	/Lauryn E. May/
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DATE SIGNED:	07/31/2015
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 31, 2015 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BLACKROCK CAPITAL INVESTMENT CORPORATION**, 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 Second Lien Pledge and Security Agreement, dated as of July 31, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such 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 Grantors 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, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (in each case, other than any Excluded Assets), including the registered trademarks and pending applications for registration of trademarks, listed on **Schedule 1** hereto (collectively, the “**Trademarks**”):

All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (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 goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 2. Recordation. Each 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.

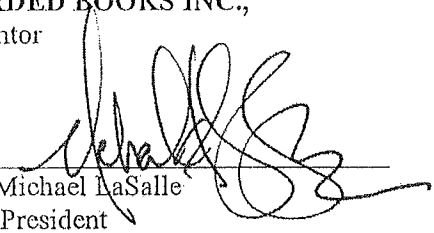
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, 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, each 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.

RECORDED BOOKS INC.,
as a Grantor

By: 
Name: Michael LaSalle
Title: President

HIGHBRIDGE COMPANY, LLC,
as a Grantor

By: Recorded Books Inc.
Its: Sole Member

By: 
Name: Michael LaSalle
Title: President

TANTOR MEDIA, INCORPORATED,
as a Grantor

By: _____
Name: Neil Tress
Title: Secretary

IN WITNESS WHEREOF, each 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.

RECORDED BOOKS INC.,
as a Grantor


By: _____
Name: Michael LaSalle
Title: President

HIGHBRIDGE COMPANY, LLC,
as a Grantor

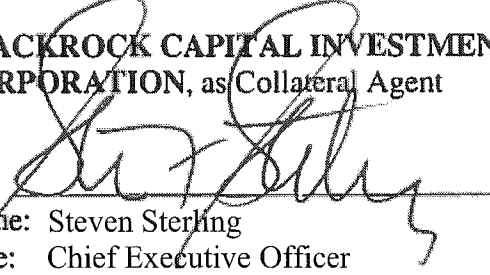
By: Recorded Books Inc.
Its: Sole Member

By: _____
Name: Michael LaSalle
Title: President

TANTOR MEDIA, INCORPORATED,
as a Grantor


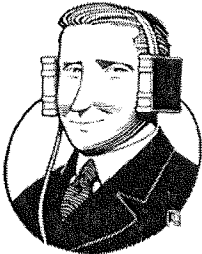


By:  _____
Name: Neil Tress
Title: Secretary


**BLACKROCK CAPITAL INVESTMENT
CORPORATION, as Collateral Agent**

By: 
Name: Steven Sterling
Title: Chief Executive Officer

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Trademarks	Registration Date	Status	Registration No.	Country
Recorded Books Inc.	D ONECLICKDIGITAL 	7/3/12	Registered	4168007	United States
Recorded Books Inc.	DESIGN ONLY 	9/20/11	Registered	4027898	United States
Recorded Books Inc.	GRIOT AUDIO	5/4/10	Registered	3783912	United States
Recorded Books Inc.	GRIOT AUDIO 	6/15/10	Registered	3802326	United States
HighBridge Company, LLC	HIGHBRIDGE CLASSICS	7/10/97	Registered	TMA478380	Canada
HighBridge Company, LLC	HIGHBRIDGE & DESIGN	6/12/97	Registered	TMA477704	Canada
Recorded Books Inc.	ONECLICKDIGITAL 	3/4/14	Registered	4491590	United States

Grantor	Trademarks	Registration Date	Status	Registrationl No.	Country
Recorded Books Inc.	RBDIGITAL 	7/22/14	Registered	4572765	United States
Tantor Media, Incorporated	TANTOR AUDIO	1/3/12	Registered	4079704	United States
Tantor Media, Incorporated	TANTOR AUDIO	1/24/12	Registered	4090217	United States
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	Registered	4717537	United States
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	Registered	4717536	United States
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	Registered	4717538	United States
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	Registered	4717539	United States
W F Howes Limited	CLIPPER	6/1/07	Registered	2418928B	United Kingdom
W F Howes Limited	CLIPPER	5/18/07	Registered	2418928A	United Kingdom