

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
READERLINK DISTRIBUTION SERVICES, LLC		02/20/2015	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	10 S. Wacker Drive, 13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86838248	UNCLE JOHN'S BATHROOM READER FOR KIDS ON	
Serial Number:	86799994	CANTERBURY CLASSICS CC	
Registration Number:	4917118	WORD CLOUD CLASSICS	
Registration Number:	4912170	A NOVEL JOURNAL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.288		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	04/29/2016		
Total Attachments: 8			

OP \$115.00 86838248

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of February, 2015, by and among **READERLINK DISTRIBUTION SERVICES, LLC**, an Illinois limited liability company (the "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of February 20, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Readerlink, LLC, an Illinois limited liability company, Grantor, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor and the other Loan Parties shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of October 5, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses related to such Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any or all of the other parties identified as "Grantors" under the Security Agreement, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

READERLINK DISTRIBUTION SERVICES,
LLC

By: 
Name: Steven A. Carlson
Title: Exec. VP & CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005781 FRAME: 0272

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: Brian Hynds
Name: Brian Hynds
Title: Vice-President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registered:

1. U.S. Trademark Registrations and Applications

Serial Number or Registration Number	Trademark	Status
4308163	ReaderLink	Registered
4391597	Design mark	Registered
78851137/ 3253338	BATHROOM READERS' INSTITUTE	Registered
77725606/ 3918476	PARFAIT PRESS	Registered
77725591/ 3912738	UNCLE JOHN'S BATHROOM READER	Registered
77820865/ 3806025	INSTANT GENIUS	Registered
78397403/ 2942006	UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	Registered
86151401/ 4680742	iFLUSH	Registered
78901054/3255677	SILVER DOLPHIN	The Status of this Registration is listed in the USPTO's TSDR database as follows: Registration cancelled because registrant did not file an acceptable declaration under Section 8. However, the Registrant timely submitted the required declaration and is working with the USPTO to properly reflect the status of this Registration as "Registered" or "Renewed".

Serial Number or Registration Number	Trademark	Status
86540268	SILVER DOLPHIN	Pending
76427348/2719099	THUNDER BAY	The Status of this Registration is listed in the USPTO's TSDR database as follows: Registration cancelled because registrant did not file an acceptable declaration under Section 8. However, the Registrant timely submitted the required declaration and is working with the USPTO to properly reflect the status of this Registration as "Registered" or "Renewed".
86540302	THUNDER BAY	Pending
78899175	PORTABLE PRESS	Abandoned
78898265	PORTABLE PRESS	Abandoned
86539697	PORTABLE PRESS & Design	Pending
86489905	MADAME BOVARY GUSTAVE FLAUBERT CC CANTERBURY CLASSICS SAN DIEGO	Pending (Application was filed in the name of Baker & Taylor Publishing Group, which is a trade name of Baker & Taylor, Inc.)
85912723	AMAZERASERS	Abandoned
86838248	UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	Pending
86799994	CANTERBURY CLASSICS CC	Pending
4917118	WORD CLOUD CLASSICS	Registered
4912170	A NOVEL JOURNAL	Registered

2. Foreign Trademark Registrations and Applications

WORD MARK	COUNTRY	REGISTRATION #
BATHROOM READERS' INSTITUTE	CANADA	Pending confirmation

BATHROOM READER	CANADA	Pending confirmation
LAUREL GLEN	CANADA UK AUS	TMA481,626 B1414155 609458
THUNDER BAY	CANADA UK AUS	TMA392,001 Pending confirmation 793851
SILVER DOLPHIN	CANADA UK AUS	TMA535,505 Pending confirmation 763420

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.