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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM388881

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alexander Street Press, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Lender	
Street Address:	11810 Grand Park Avenue	
Internal Address:	Suite 700	
City:	North Bethesda	
State/Country:	MARYLAND	
Postal Code:	20852	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3820335	CRITICAL VIDEO EDITIONS

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000-11043
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	06/22/2016

Total Attachments: 4

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NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 22, 2016 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Lender (the "Lender") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the trademarks and trademark applications (collectively, the "Trademarks") set forth on Schedule 1 hereto to the Lender for the ratable benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Lender, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing Trademarks (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any Trademark.

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Very truly yours,

ALEXANDER STREET PRESS, LLC, a Delaware limited liability company

By: <u>Jason June</u> Tagarisa Name: Larisa Avner Trainor

Title: Secretary

IP NOTICE - TRADEMARK R.R. BOWKER LLC – ASP, LLC

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Lender

By: /////A. Sei //
Name: Mark A. Zirkle

Title: Senior Vice President

IP NOTICE - TRADEMARK R.R. BOWKER LLC - ASP, LLC

Schedule 1

Alexander Street Press, LLC (Delaware Limited Liability Company)

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
CRITICAL VIDEO EDITIONS	3820335	07/20/10

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RECORDED: 06/22/2016