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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM390705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APRESS MEDIA LLC		06/01/2016	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS SECURITY AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	BANK: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3928078	APRESS
Registration Number:	2491114	BOOKS FOR PROFESSIONALS BY PROFESSIONALS
Serial Number:	86830643	FOR PROFESSIONALS BY PROFESSIONALS
Registration Number:	3163538	TECHNOLOGY IN ACTION
Registration Number:	2613499	THE EXPERT'S VOICE

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: penelope@ipresearchplus.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, Ste 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	cos1-41267
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	07/07/2016

Total Attachments: 10	
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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 1, 2016, is made by APress Media LLC, a California limited liability company (the "Debtor"), in favor of 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 August 14, 2013 (as amended, amended and 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; Springer SBM Two GmbH (formerly Blitz 13-252 GmbH), a limited liability company (Gesellschaft mit beschränkter Haftung) organized under the laws of Germany; each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"); and Barclays Bank PLC as Administrative Agent, as Collateral Agent, Swing Line Lender and L/C Issuer.

WHEREAS, the Lead Borrower has entered into the Intercreditor Agreement dated 8 August 2013 as amended on 4 May 2015 among, Barclays Bank PLC, as Senior Agent, Goldman Sachs Lending Partners LLC, as Junior Agent, the debtors party thereto and Barclays Bank PLC, as Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

WHEREAS, the Debtor has executed and delivered that certain Security Agreement dated June 1, 2016 (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"):

TRADEMÄRK 1057
REEL: 005824 FRAME: 0938

- 1.1 all material United States and foreign trademark and service mark registrations, applications, and licenses and all domain names 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.

TRADEMÄRK¹⁰⁵⁷ REEL: 005824 FRAME: 0939

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]

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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

APRESS MEDIA, LLC

By: <u>Educal F Woods</u>
Name: EOWARD F WOOD
Title: Transure + Morage

Address:

[Signature Page to IP Security Agreement]

Schedule A

SCHEDULEA

Intellectual Property: Trademarks (Including Domain Names)

Trademarks

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apress-media.co.uk (123-reg)
apress-media.de (123-reg), not forwarded
apressmedia.de (123-reg), not forwarded

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apressmedia.net

apressmedia.co.uk apressmedia.com

Friendsofed.com

Apress.com

apress.co.uk

Intellectual Property: Copyrights

[Attached.]

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Schedule A

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Apress Media LLC

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