

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414516

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RB AUDIOBOOKS USA LLC		02/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLACKROCK CAPITAL INVESTMENT CORPORATION, AS COLLATERAL AGENT		
<b>Street Address:</b>	40 E. 52ND STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2495401	AUDIOBOOKS.COM	
<b>Registration Number:</b>	3710854	SIMPLY AUDIOBOOKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>			
<b>Phone:</b>	2124597136		
<b>Email:</b>	tbennett@goodwinprocter.com		
<b>Correspondent Name:</b>	TRACEY D. BENNETT		
<b>Address Line 1:</b>	C/O GOODWIN PROCTER LLP		
<b>Address Line 2:</b>	620 8TH AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	121155.242199		
<b>NAME OF SUBMITTER:</b>	Tracey D. Bennett		
<b>SIGNATURE:</b>	/s/Tracey D. Bennett		
<b>DATE SIGNED:</b>	02/01/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 1, 2017 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) 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 Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the 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 Grantor 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 the 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**, the 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.

**RB AUDIOBOOKS USA LLC,**  
as a Grantor

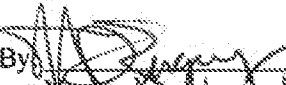
By: Recorded Books, Inc., its member

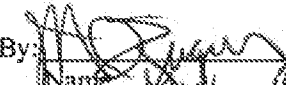
By:  \_\_\_\_\_  
Name: Neil Tress  
Title: Chief Financial Officer

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005979 FRAME: 0574**


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

By:   
Name: Michael Zuzay  
Title: Managing Director

By:   
Name: Michael Zuzay  
Title: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Trademarks**

Grantor	Trademarks	Registration Date	Status	Registration No.	Country
RB Audiobooks USA LLC	AUDIOBOOKS.COM 	[_____]	Registered	2495401	US
RB Audiobooks USA LLC	SIMPLY AUDIOBOOKS	[_____]	Registered	3710854	US

**Unregistered Trademarks**

audiobooks.com

simply audiobooks

