

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM415009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROQUEST LLC		12/15/2015	Limited Liability Company: DELAWARE
EX LIBRIS (USA) INC.		12/15/2015	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	135 South LeSalle St, Mail Code IL4-135-09-61
<b>Internal Address:</b>	Attn: Agency Management
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: DELAWARE

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0910505	AMERICAN BOOK PUBLISHING RECORD
Registration Number:	2370830	BOOKS IN PRINT
Registration Number:	1510084	BOOKS IN PRINT
Registration Number:	2351773	BOOKS IN PRINT
Registration Number:	1577739	BOOKS IN PRINT SUPPLEMENT
Registration Number:	1674018	BOWKER
Registration Number:	1644374	BOWKER
Registration Number:	1641492	BOWKER
Registration Number:	3801450	C COUTTS
Registration Number:	1594157	CHILDREN'S BOOKS IN PRINT
Registration Number:	3743544	COUTTS
Serial Number:	86461967	EBOOK CENTRAL
Registration Number:	1560298	EL-HI TEXTBOOKS AND SERIALS IN PRINT
Registration Number:	3761965	IAPPROVE
Registration Number:	3562887	MYILIBRARY
Registration Number:	3707281	OASIS
Serial Number:	86461977	PROQUEST EBOOK CENTRAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4210356	BX
Registration Number:	3381841	SCHOLAR UNIVERSE
Registration Number:	4831870	SIRS
Serial Number:	86563326	SIRS
Registration Number:	3707282	SOLUTION

**CORRESPONDENCE DATA**

Fax Number: 2022631253

*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: 2028357500

Email: DCIP@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.67900
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	02/06/2017

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this “Agreement”), dated as of December 15, 2015, is entered into by the undersigned (the “Grantor”) in favor of Bank of America, N.A., as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as referred to in the Pledge and Security Agreement described below).

**WHEREAS**, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated October 24, 2014 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title, and interest in and to the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in, or incorporated by reference in, the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Counterparts. This Agreement 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.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

PROQUEST LLC

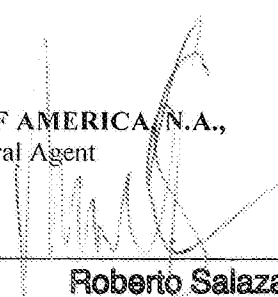
By: Larisa Avner Trainor  
Name: Larisa Avner Trainor  
Title: Secretary

EX LIBRIS (USA) INC.

By: Larisa Avner Trainor  
Name: Larisa Avner Trainor  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**BANK OF AMERICA N.A.,**  
as Collateral Agent

By:   
Name: **Roberto Salazar**  
Title: **Vice President**


[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005983 FRAME: 0169**

SCHEDULE A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No./ Application No.</b>
ProQuest LLC	<b>AMERICAN BOOK PUBLISHING RECORD</b>	USA	Registration No. 0,910,505
ProQuest LLC	<b>BOOKS IN PRINT</b>	USA	Registration No. 2,370,830
ProQuest LLC	<b>BOOKS IN PRINT</b>	USA	Registration No. 1,510,084
ProQuest LLC	<b>BOOKS IN PRINT</b>	USA	Registration No. 2,351,773
ProQuest LLC	<b>BOOKS IN PRINT SUPPLEMENT</b>	USA	Registration No. 1,577,739
ProQuest LLC	<b>BOWKER</b>	USA	Registration No. 1,674,018
ProQuest LLC	<b>BOWKER</b>	USA	Registration No. 1,644,374
ProQuest LLC	<b>BOWKER</b>	USA	Registration No. 1,641,492
ProQuest LLC	<b>C COUTTS &amp; Design</b> 	USA	Registration No. 3,801,450
ProQuest LLC	<b>CHILDREN'S BOOKS IN PRINT</b>	USA	Registration No. 1,594,157
ProQuest LLC	<b>COUTTS</b>	USA	Registration No. 3,743,544
ProQuest LLC	<b>EBOOK CENTRAL</b>	USA	Application No. 86/461,967
ProQuest LLC	<b>EL-HI TEXTBOOKS AND SERIALS IN PRINT</b>	USA	Registration No. 1,560,298
ProQuest LLC	<b>IAPPROVE</b>	USA	Registration No. 3,761,965
ProQuest LLC	<b>MYLIBRARY</b>	USA	Registration No. 3,562,887
ProQuest LLC	<b>OASIS</b>	USA	Registration No. 3,707,281
ProQuest LLC	<b>PROQUEST EBOOK CENTRAL</b>	USA	Application No. 86/461,977
Ex Libris (USA) Inc.	<b>bX</b>	United States	Registration No. 4,210,356

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No./ Application No.</b>
ProQuest LLC	<b>SCHOLAR UNIVERSE &amp; Design</b>  	USA	Registration No. 3,381,841
ProQuest LLC	<b>SIRS</b>	USA	Registration No. 4,831,870
ProQuest LLC	<b>SIRS</b>	USA	Application No. 86/563,326
ProQuest LLC	<b>SOLUTION</b>	USA	Registration No. 3,707,282