

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Deed of Pledge (Third Ranking)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springer Science+Business Media, LLC		08/15/2016	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	1 Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1563339	ADVANCES IN THERAPY	
Registration Number:	4949706	BIRKHÄUSER	
Registration Number:	1978943	COPERNICUS	
Registration Number:	3067346	MOLECULAR AND CELLULAR BIOCHEMISTRY	
Registration Number:	2822334	SOCIETY	
Registration Number:	2077051	THE MATHEMATICAL INTELLIGENCER	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	173.1965.640		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Bevilacqua		

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Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
NAME OF SUBMITTER:	Michael J. Bevilacqua
SIGNATURE:	/michael j. bevilacqua/
DATE SIGNED:	02/07/2017

Total Attachments: 35
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EXECUTION COPY

15 AUGUST 2016

SPRINGER SCIENCE+BUSINESS MEDIA LLC

AS PLEDGOR

TO

BARCLAYS BANK PLC

AS PLEDGEE

DEED OF PLEDGE
(THIRD RANKING)

OF

INTELLECTUAL PROPERTY RIGHTS

TRADEMARK
REEL: 005983 FRAME: 0270

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THIS DEED is made on 15 August 2016 by:

THE UNDERSIGNED:

1. **SPRINGER SCIENCE+BUSINESS MEDIA, LLC**, a company incorporated in accordance with the laws of the Commonwealth of Massachusetts, United States of America having its office address at 233 Springer Street, New York, NY 10013, the United States of America with organizational ID number is 042509538 (the "**Pledgor**"); and
2. **BARCLAYS BANK PLC**, a public limited company incorporated under the laws of England, having its office address at 1 Churchill Place, London, United Kingdom, E14 5HP and registered with Companies House (United Kingdom) under number 01026167, acting in its capacity as Security Agent under the Intercreditor Agreement (as defined below) and for itself (the "**Pledgee**").

WHEREAS:

Reference is made to:

- (i) the sixth amendment to the Original Facility Agreement dated 10 August 2016 between the Lead Borrower, the Administrative Agent, the Lenders and the parties thereto, all the parties hereto have agreed, in connection with the Parent prepaying the Private High Yield Facility in full or in part (the "**Private High Yield Refinancing**"), to amend the Original Facility Agreement and effect certain changes in the manner set forth therein

pursuant to which each Pledgor has undertaken to enter into this deed.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless a contrary indication appears, capitalised terms not defined in this deed shall have the same meaning given to such terms in the Intercreditor Agreement (as defined below).
- 1.2 In this deed:

"Intellectual Property Rights" shall include:

- (a) any registered and unregistered trademark rights, trade name rights, patents, models and design rights, copyrights, database rights, neighbouring rights, rights to domain names, know how, goodwill and any ancillary rights, wherever such rights are registered or valid;
- (b) claims and applications to acquire any intellectual property right referred to in (a) above;
- (c) any licences to use any intellectual property right referred to in (a) and (b) above ("**Licences**").

1.3 In this deed the term IP-Right (as defined below) shall include the Royalty Right (as defined below), unless the context requires otherwise.

1.4

2. OBLIGATION TO CREATE RIGHT OF PLEDGE

2.1 Notwithstanding the Sixth Amendment and subject to the First Ranking Right of Pledge and the Second Ranking Right of Pledge, the Pledgor hereby undertakes to create in favour of the Pledgee, a third ranking right of pledge (pandrecht derde in rang) for the payment of the Secured Obligations (a "**Right of Pledge**") in respect of:

2.1.1 any and all of the Intellectual Property Rights held by the Pledgor (as rights owner or as licensee) at the time of the signing of this deed or acquired by the Pledgor after the signing of this deed, in each case to the extent that they can be pledged (each individually and jointly, the "**IP-Right**"); and

2.1.2 all rights towards and claims against third parties arising from the IP-Right held by the Pledgor (as rights owner or as licensee) at the time of the signing of this deed or acquired by the Pledgor (as rights owner or as licensee) after the signing of this deed, and including claims for payment of royalties and other forms of compensation for the use (as defined above) of the IP-Right and claims for damages, payments of profits and ownership arising from any infringement upon the IP-Right, in each case to the extent that they can be pledged (each individually and jointly the "**Royalty Right**" and the debtors of the Royalty Right, each individually and jointly, the "**Royalty Debtor**").

2.2 To the extent required, the Pledgee, acting in its capacity as pledgee under the First Ranking Right of Pledge and the Second Ranking Right of Pledge, hereby approves and gives its consent to such third ranking right of pledge (pandrecht derde in rang).

2.3

3. PLEDGE OF IP-RIGHT

3.1 The Pledgor hereby creates a Right of Pledge in favour of the Pledgee as security for the payment of the Secured Obligations, and the Pledgee hereby accepts the Right of Pledge from the Pledgor. To the extent that any IP-Right is a future right, the creation of a Right of Pledge is hereby done in anticipation (bij voorbaat).

3.2 If and to the extent that at the time of creation of the Right of Pledge, or at any time hereafter, a Principal Obligation owed to the Pledgee cannot be validly secured through clause 16.2 (Parallel Debt (Covenant to pay the Security Agent)) of the Intercreditor Agreement, such Principal Obligation itself shall be a Secured Obligation.

4. PLEDGE LISTS

4.1

4.1.1

4.3

5. REGISTRATION AND NOTIFICATION

5.1 The Pledgee may at any time:

5.1.1 register each Relevant Deed:

(a)

(b) in any appropriate register in which the IP-Right is registered, to the extent reasonable and taking into account the cost of such registration for the Pledgor; and

5.1.2

5.2 The Pledgor shall at the first request of the Pledgee fully co-operate and take all requested action to effect such registration or notification.

5.3

6. NATURE OF THE RIGHT; RANK

6.1 The Right of Pledge is an undisclosed right of pledge (stil pandrecht). However, to the extent that any Relevant Deed has been registered in any appropriate intellectual property register or has been notified to any relevant third party, the Right of Pledge shall be a disclosed right of pledge (openbaar pandrecht).

6.2 The Right of Pledge is a separate right of pledge on each intellectual property right and each right or claim that forms part of the IP-Right.

6.3 The Right of Pledge shall rank third.

6.4 Without prejudice to all other rights and claims of the Pledgee, the Right of Pledge shall, where it cannot rank third, have the highest possible rank.

7. RIGHTS OF THE PLEDGOR

7.1

7.1.1

7.4

8. **RIGHTS OF PLEDGEE**

9. **PAYMENT FROM COLLECTED ROYALTY RIGHT**

10. **FORECLOSURE**

11. **TERMINATION**

12. **WARRANTIES**

13. **OBLIGATIONS AND RESTRICTIONS OF THE PLEDGOR**

14. **WAIVER**

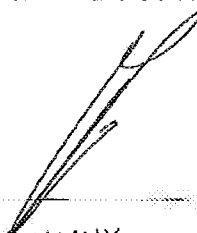
15. **LIABILITY AND INDEMNITY**


16. **AGREEMENT APPLICABLE; AMENDMENTS**

17. **FINANCIAL ASSISTANCE**

IN EVIDENCE WHEREOF this deed has been duly executed on the date first above written.

For and on behalf of
SPRINGER SCIENCE+BUSINESS MEDIA LLC
as Pledgor


Name: DEREK HANK
Title: MANAGER


Name: ULRICH VEST
Title: MANAGER

For and on behalf of
BARCLAYS BANK PLC
as Pledgee

Name:
Title:

Name:
Title:

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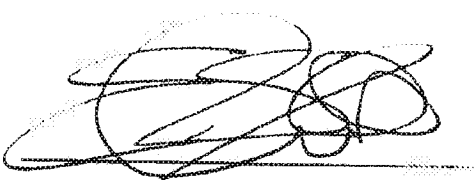
IN EVIDENCE WHEREOF this deed has been duly executed on the date first above written.

For and on behalf of
SPRINGER SCIENCE+BUSINESS MEDIA LLC
as Pledgor

Name:
Title:

Name:
Title:

For and on behalf of
BARCLAYS BANK PLC
as Pledgee



Name: *Emma Sharma*
Title: *Assistant Vice President*

Name:
Title:

**SCHEDULE 1
FORM OF PLEDGE LIST**

**SCHEDULE 2
FORM OF SIGNATURE CARD**

SCHEDULE 3 INITIAL PLEDGE LIST

General

Any and all Intellectual Property Rights owned or held (under licence granted by a third party) by any Pledgor, including, but not limited to the Intellectual Property Rights described in the general overview of Intellectual Property Rights attached to this Schedule 3 as Annex I.

Copyrights, database rights and other unregistered intellectual property rights

Any and all copyrights, database rights and other unregistered Intellectual Property Rights of any nature or kind plus ancillary rights (such as neighbouring rights, unregistered trademarks or logo's, unregistered models and designs and any goodwill and know how pertaining thereto) owned or held (under licence granted by a third party) by any Pledgor in:

- (i) any books, periodicals and other publications and (information) products in whichever format, published, exploited or owned by any Pledgor or licensed to third parties, including all rights in the formula, content, structure, lay out, titles and – to the extent applicable – any underlying software of such publications and any (electronic or non-electronic) archives of (the content in) such publications.

Including but not limited to the journals listed in Annex II to this Schedule 3; and

Including but not limited to the books listed in Annex III to this Schedule 3;

- (ii) any software owned, used or licensed to third parties used for the benefit of or related to the activities of any Pledgor, such as ERP software, publishing management tools, archiving systems, including, to the extent applicable the source codes and any documentation related thereto. Including but not limited to the software, either owned or used under a licence, as listed in Annex IV to this Schedule 3;
- (iii) any documentation, (electronic or non-electronic) archives and databases owned, held or used by any Pledgor, including, but not limited to, business models, handbooks, subscriber databases, client databases and the like;

Registered trademarks

Any and all right and title in the trademark applications and subsequent registration of the names of the top 25 journals which any Pledgor, pursuant to Clause 13.1.3 of this deed of pledge, shall apply for. An overview of the titles of the top 25 journals is attached to this Schedule 3 as Annex V.

Trade names

Any and all trade names held by any Pledgor, including but not limited to those listed in Annex VI to this Schedule 3.

Patents

Any and all right and title in the patent application described in Annex VII to this Schedule 3 plus any and all right and title in and any subsequent applications and registrations resulting therefrom.

Registered models and designs

None.

Domain Names

All domain names held by any Pledgor, including but not limited to those listed in Annex VIII to this Schedule 3.

Royalty rights

Any and all Royalty Rights held by each Pledgor, including but not limited to the Licences granted to third parties listed in Annex IX to this Schedule 3.

Annex I
(attached hereafter)

Annex II
(attached hereafter)

Annex III
(attached hereafter)

Annex IV
(attached hereafter)

Annex V

trademark	classes	Region	Filing Date	No.	Reg. No.	registered	Renewal	Holder
ADVANCES THERAPY IN	16	US	3/6/1989	73/784942	1 563 339	10/31/1989	10/31/2019	Springer Science+Business Media LLC
BIRKHÄUSER	9 16 41 42	US	7/30/2015	86/710077	4 949 706	5/3/2016	5/3/2026	Springer Science+Business Media LLC
CATALYSIS LETTERS	9 16 41	EU	2/10/2003	003039229	003039229	7/14/2004	2/10/2023	Springer Science+Business Media LLC
Copernicus	16	US	10/27/1994	74/591572	1 978 943	4/6/1996	4/6/2026	Springer Science+Business Media, LLC (registered for Springer-Verlag New York Inc.)
INTERNATIONAL JOURNAL OF COMPUTER VISION	9 16 41	EU	2/10/2003	003039351	003039351	7/14/2004	2/10/2023	Springer Science+Business Media LLC
Journal of Low Temperature Physics	9 16 41	EU	2/10/2003	003039195	003039195	7/14/2004	2/10/2023	Springer Science+Business Media LLC
JOURNAL OPTIMIZATION AND THEORY	9 16 41	EU	2/10/2003	003039211	003039211	7/14/2004	2/10/2023	Springer Science+Business

Journal of Statistical Physics	9 16 41	EU	2/10/2003	003039328	003039328	7/14/2004	2/10/2023	Springer Science+Business Media LLC
MOLECULAR AND CELLULAR BIOCHEMISTRY	16	US	2/12/2003	78/213815	3 067 346	3/14/2006	3/14/2026	Springer Science+Business Media LLC
Person Design	16	CA	1/21/2004	1 204 336	617 327	8/23/2004	8/23/2019	Springer Science+Business Media LLC
PUBLIC CHOICE X	9 16 41	EU	2/10/2003	003039278	003039278	7/14/2004	2/10/2023	Springer Science+Business Media LLC
SOCIETY	16	US	8/26/2002	76/444881	2 822 334	3/16/2004	3/16/2024	Springer Science+Business Media LLC
The Mathematical Intelligencer	16	US	1/24/1996	75/047921	2 077 051	7/8/1997	7/8/2017	Springer Science+Business Media, LLC (registered for Springer-Verlag New York Inc.)

Annex VI
(attached hereafter)

Annex VII
(attached hereafter)

Annex VIII

Annex IX
(attached hereafter)