

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFOBASE HOLDINGS, INC. (F/K/A FACTS ON FILE, INC.)		05/12/2017	Corporation:
VAULT.COM LLC		05/12/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking corporation: IRELAND		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	2046588	BOOKBAG	
Registration Number:	2632623	BUSY KIDS	
Registration Number:	2509222	BUSY KIDS	
Registration Number:	1750127	CLASSROOM BEAUTIFUL	
Registration Number:	4594251		
Registration Number:	2099569		
Registration Number:	1954722		
Registration Number:	3687105	FOR EVERY LEARNER	
Registration Number:	4126382	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	3050912	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	2962551	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	3048483	HOLIDAYS & SEASONAL CELEBRATIONS	
Registration Number:	4375532	IDEAS IN YOUR INBOX	
Registration Number:	3201628	IDEAS IN YOUR INBOX	
Registration Number:	2224394	LEARNING	
Registration Number:	2022912	LEARNING	
Registration Number:	2007560	LEARNING	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2036427	LEARNING CENTER COLLECTION
Registration Number:	1909944	LEARNING CENTERS CLUB
Registration Number:	2042664	LEARNING LIBRARY
Registration Number:	2188354	LIFESAVER LESSONS
Registration Number:	3598374	LITERACY IDEAS FOR TEACHERS
Registration Number:	2532605	MAGIC MOMENTS
Registration Number:	2382753	MAGIC MOMENTS
Registration Number:	2418482	PHENOMENAL PHONICS
Registration Number:	2276608	PHENOMENAL PHONICS
Registration Number:	2942038	RESOURCES FOR SUCCESSFUL TEACHING
Registration Number:	2207384	SUCCESSFUL TEACHING TODAY
Registration Number:	2865016	SUPERBOOK
Registration Number:	1796993	TEACHER'S HELPER
Registration Number:	2615525	THE #1 IDEA MAGAZINE FOR TEACHERS
Registration Number:	2084617	THE EDUCATION CENTER
Registration Number:	1831648	THE EDUCATION CENTER
Registration Number:	1990859	THE IDEA MAGAZINE FOR TEACHERS
Registration Number:	2126384	THE MAILBOX
Registration Number:	2322961	THE MAILBOX
Registration Number:	1956096	THE MAILBOX
Registration Number:	1747086	THE MAILBOX
Registration Number:	3130785	THE MAILBOX BE THE DIFFERENCE
Registration Number:	2826254	THE MAILBOX BOOK COMPANY
Registration Number:	2774379	THE MAILBOX COMPANION
Registration Number:	2860921	THE MAILBOX MAGIC
Registration Number:	3373912	THE MAILBOX SELECT
Registration Number:	4368648	WHERE GREAT TEACHERS FIND GREAT IDEAS!
Registration Number:	2506493	WRITING WORKS!
Registration Number:	2929875	BLC
Registration Number:	2928318	BLOOM'S LITERARY CRITICISM
Registration Number:	2710069	CHELSEA CLUBHOUSE
Registration Number:	2776591	CHELSEA CLUBHOUSE
Registration Number:	2500342	CHELSEA HOUSE
Registration Number:	2776590	CHELSEA HOUSE PUBLISHERS
Registration Number:	3238863	

CORRESPONDENCE DATA

Fax Number: 2122942684

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Lauryn E. May
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86703.6
--------------------------------	---------

NAME OF SUBMITTER:	Lauryn May
---------------------------	------------

SIGNATURE:	/Lauryn May by trademarkny/
-------------------	-----------------------------

DATE SIGNED:	05/12/2017
---------------------	------------

Total Attachments: 12

source=Infobase - IP Security Agreement#page1.tif
source=Infobase - IP Security Agreement#page2.tif
source=Infobase - IP Security Agreement#page3.tif
source=Infobase - IP Security Agreement#page4.tif
source=Infobase - IP Security Agreement#page5.tif
source=Infobase - IP Security Agreement#page6.tif
source=Infobase - IP Security Agreement#page7.tif
source=Infobase - IP Security Agreement#page8.tif
source=Infobase - IP Security Agreement#page9.tif
source=Infobase - IP Security Agreement#page10.tif
source=Infobase - IP Security Agreement#page11.tif
source=Infobase - IP Security Agreement#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 12, 2017 (the “**Effective Date**”) by and among **INFOBASE HOLDINGS, INC. (F/K/A FACTS ON FILE, INC.)** (the “**Borrower**”) and **VAULT.COM LLC** (collectively with the Borrower, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, 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 Pledge and Security Agreement, dated as of June 10, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors and IHI Acquisition, Inc. (collectively with the Grantors, the “**Credit Parties**”) and the Collateral Agent, as reaffirmed by that certain Collateral Confirmation, dated as of May 2, 2017, by the Credit Parties in favor of the Collateral Agent, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of May 2, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among, the Credit Parties, certain Subsidiaries of the Borrower, as Guarantors, the Lenders party thereto from time to time and The Governor and Company of the Bank of Ireland, as Administrative Agent and as Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such 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 Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright 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 such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1-A** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) 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) the registrations and applications referred to in **Schedule 1-B** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, 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, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INFOBASE HOLDINGS, INC.,
as a Grantor

By: 
Name: Mark McDonnell
Title: Chief Executive Officer

VAULT.COM LLC,
as a Grantor

By: 
Name: Mark McDonnell
Title: Chief Executive Officer

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: Carl Andresen
Name: Carl Andresen
Title: Director

By: Edward A. Boyle
Name: Edward A. Boyle
Title: M.D.

SCHEDULE 1-A TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

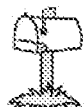



COPYRIGHTS




[See attached.]

SCHEDULE 1-B TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS

[See attached.]



TRADEMARKS



	Trademark	Application No/ Registration No.	Filing Date/ Registration Date
1	BOOKBAG	74/703,776 2,046,588	07/20/1995 03/18/1997
2	BUSY KIDS	76/050,621 2,632,623	05/17/2000 10/08/2002
3	BUSY KIDS	76/050,618 2,509,222	05/17/2000 11/20/2001
4	CLASSROOM BEAUTIFUL	74/274,585 1,750,127	05/12/1992 02/02/1993
5	<i>Design Only</i> 	86/018,946 4,594,251	07/24/2013 08/26/2014
6	<i>Design Only</i> 	75/201,729 2,099,569	11/21/1996 09/23/1997
7	<i>Design Only</i> 	74/630,803 1,954,722	02/06/1995 02/06/1996
8	FOR EVERY LEARNER	77/495,240 3,687,105	06/10/2008 09/22/2009
9	HOLIDAYS & SEASONAL CELEBRATIONS	85/183,843 4,126,382	11/23/2010 04/10/2012
10	HOLIDAYS & SEASONAL CELEBRATIONS 	78/975,689 3,050,912	01/29/2003 01/24/2006

	Trademark	Application No/ Registration No.	Filing Date/ Registration Date
10	HOLIDAYS & SEASONAL CELEBRATIONS 	78/975,689 3,050,912	01/29/2003 01/24/2006
11	HOLIDAYS & SEASONAL CELEBRATIONS	78/975,587 2,962,551	01/29/2003 06/14/2005
12	HOLIDAYS & SEASONAL CELEBRATIONS 	78/208,410 3,048,483	01/29/2003 01/24/2006
13	IDEAS IN YOUR INBOX	85/788,253 4,375,532	11/27/2012 07/30/2013
14	IDEAS IN YOUR INBOX	78/837,925 3,201,628	03/15/2006 01/23/2007
15	LEARNING	75/459,011 2,224,394	03/30/1998 02/16/1999
16	LEARNING	74/630,151 2,022,912	02/06/1995 12/17/1996
17	LEARNING 	74/630,807 2,007,560	02/06/1995 10/15/1996
18	LEARNING CENTER COLLECTION	74/630,802 2,036,427	02/06/1995 02/11/1997
19	LEARNING CENTERS CLUB	74/274,675 1,909,944	05/12/1992 08/08/1995
20	LEARNING LIBRARY	74/630,124 2,042,664	02/06/1995 03/11/1997
21	LIFESAVER LESSONS	75/193,016 2,188,354	11/01/1996 09/08/1998

	Trademark	Application No/ Registration No.	Filing Date/ Registration Date
22	LITERACY IDEAS FOR TEACHERS	77/557,077 3,598,374	08/27/2008 03/31/2009
23	MAGIC MOMENTS	75/698,466 2,532,605	05/05/1999 01/22/2002
24	MAGIC MOMENTS	75/698,280 2,382,753	05/05/1999 09/05/2000
25	PHENOMENAL PHONICS	75/979,783 2,418,482	11/10/1997 01/02/2001
26	PHENOMENAL PHONICS	75/388,096 2,276,608	11/11/1997 09/07/1999
27	RESOURCES FOR SUCCESSFUL TEACHING	78/399,611 2,942,038	04/09/2004 04/19/2005
28	SUCCESSFUL TEACHING TODAY	74/630,152 2,207,384	02/06/1995 12/01/1998
29	SUPERBOOK	78/235,817 2,865,016	04/09/2003 07/20/2004
30	TEACHER'S HELPER	74/274,673 1,796,993	05/12/1992 10/05/1993
31	THE #1 IDEA MAGAZINE FOR TEACHERS	78/074,756 2,615,525	07/19/2001 09/03/2002
32	THE EDUCATION CENTER	74/713,597 2,084,617	08/10/1995 07/29/1997
33	THE EDUCATION CENTER	74/274,587 1,831,648	05/12/1992 04/19/1994
34	THE IDEA MAGAZINE FOR TEACHERS	74/630,729 1,990,859	02/06/1995 08/06/1996
35	THE MAILBOX	75/976,186 2,126,384	08/10/1995 12/30/1997
36	THE MAILBOX	75/447,036 2,322,961	03/09/1998 02/29/2000

	Trademark	Application No./ Registration No.	Filing Date/ Registration Date
37	THE MAILBOX	74/630,475 1,956,096	02/06/1995 02/13/1996
38	THE MAILBOX	74/274,674 1,747,086	05/12/1992 01/19/1993
39	THE MAILBOX BE THE DIFFERENCE	78/443,542 3,130,785	06/30/2004 08/15/2006
40	THE MAILBOX BOOK COMPANY	78/014,001 2,826,254	06/22/2000 03/23/2004
41	THE MAILBOX COMPANION	76/050,622 2,774,379	05/17/2000 10/21/2003
42	THE MAILBOX MAGIC	76/420,580 2,860,921	06/12/2002 07/06/2004
43	THE MAILBOX SELECT	78/647,177 3,373,912	06/09/2005 01/22/2008
44	WHERE GREAT TEACHERS FIND GREAT IDEAS!	85/831,251 4,368,648	01/24/2013 07/16/2013
45	WRITING WORKS!	76/169,924 2,506,493	11/22/2000 11/13/2001

	Trademark	Status/Status Date	Brief Goods/Services	Owner Information
46	<u>BLC and Design</u>  RN: 2929875 SN: 78324960	Renewed March 1, 2015	(Int'l Class: 16) series of non-fiction books for students and educators at the secondary and college levels, in the fields of literature and literary criticism	Facts on File, Inc. (DELAWARE CORP.) 132 W. 31st Street New York, New York 10001 United States (States)
47	<u>BLOOM'S LITERARY CRITICISM</u> RN: 2928318 SN: 78281735	Renewed February 22, 2015	(Int'l Class: 16) series of non-fiction books for students and educators at the secondary and college levels, in the fields of literature and literary criticism	Facts on File, Inc. (DELAWARE CORP.) 132 W. 31st Street New York, New York 10001 United States (States)
48	<u>CHELSEA CLUBHOUSE</u> RN: 2710069 SN: 76340223	Renewed April 22, 2013	(Int'l Class: 16) non-fiction books for children	Facts on File, Inc. (DELAWARE CORP.) 132 W. 31st Street New York, New York 10001 United States (States)
49	<u>CHELSEA CLUBHOUSE and Design</u>  RN: 2776591 SN: 76384252	Renewed October 21, 2013	(Int'l Class: 16) non-fiction books for children	Facts on File, Inc. (DELAWARE CORP.) 132 W. 31st Street New York, New York 10001 United States (States)

	Trademark	Status/Status Date	Brief Goods/Services	Owner Information
50	<u>CHELSEA HOUSE</u> RN: 2500342 SN: 76160811	Renewed October 23, 2011	(Int'l Class: 16) books, namely multi-volume reference works in the fields of literature, political and social science, and popular culture for public school and academic libraries	Facts on File, Inc. (DELAWARE CORP.) 132 W. 31st Street 17th Floor New York, New York 10001 United States (States)
51	<u>CHELSEA HOUSE PUBLISHERS and Design</u>  RN: 2776590 SN: 76384251	Renewed October 21, 2013	(Int'l Class: 16) books, namely multi-volume reference works in the fields of literature, political and social science, and popular culture for public school and academic libraries	Facts on File, Inc. (DELAWARE CORP.) 132 W. 31st Street New York, New York 10001 United States (States)
52	<u>Design Only</u>  RN: 3238863 SN: 78552965	Registered 8 & 15 May 21, 2013	(Int'l Class: 16) reference books and periodical publications; namely, encyclopedias, dictionaries, atlases, treatises and loose leaf binders, in the fields of medicine, health, history, current affairs, politics, business, finance, sports, literature, language, travel, art, music, food, science, nature, archaeology, entertainment, education, criminology, religion,...	Facts on File, Inc. (DELAWARE CORP.) 132 West 31st Street 17th Floor New York, New York 10001 United States (States)