

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431930

<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>
WYNIT DISTRIBUTION, LLC		11/29/2016	Limited Liability Company: NEW YORK
WD NAVARRE DISTRIBUTION, LLC		11/29/2016	Limited Liability Company: NEW YORK
WD ENCORE SOFTWARE, LLC		11/29/2016	Limited Liability Company: NEW YORK
WD NAVARRE DIGITAL SERVICES, LLC		11/29/2016	Limited Liability Company: NEW YORK
WYNIT HOLDINGS, INC.		11/29/2016	Corporation: NEW YORK
WD NAVARRE HOLDINGS, LLC		11/29/2016	Limited Liability Company: NEW YORK
WD NAVARRE CANADA, ULC		11/29/2016	Unlimited Liability Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1100 ABERNATHY ROAD		
<b>Internal Address:</b>	SUITE 1600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3037412	WYNIT WE DISTRIBUTE	
<b>Registration Number:</b>	3267231	WYNIT WE DISTRIBUTE	
<b>Registration Number:</b>	3267207	WYNIT	
<b>Registration Number:</b>	3459429	NAVARRE	
<b>Registration Number:</b>	3535430	NAVARRE	
<b>Registration Number:</b>	3437863	NAVARRE	
<b>Registration Number:</b>	3442455	NAVARRE	
<b>Registration Number:</b>	3459430	NAVARRE	

CH \$840.00 3037412

Property Type	Number	Word Mark
Registration Number:	3301629	ENCORE
Registration Number:	3047491	ENCORE A NAVARRE CORPORATION COMPANY
Registration Number:	2007914	ENCORE
Registration Number:	2387498	HIGH SCHOOL ADVANTAGE
Registration Number:	4051841	ELEMENTARY ADVANTAGE
Registration Number:	3965917	ADVANTAGE
Registration Number:	3965916	ADVANTAGE
Registration Number:	3875640	FUN & SKILLS PACK
Registration Number:	3962551	PRECISIONPOINT
Registration Number:	2374704	SLOT CITY
Registration Number:	3588093	SHARK
Registration Number:	3473499	3D CUSTOM WORKSHOP
Registration Number:	3364472	PUNCH! SOFTWARE
Registration Number:	3493247	LOGICCURSOR
Registration Number:	3344894	VIACAD
Registration Number:	1862392	3D HOME ARCHITECT
Registration Number:	2772758	ARCHITECTURAL SERIES
Registration Number:	2285409	PUNCH! SOFTWARE
Registration Number:	2252216	REALMODEL
Registration Number:	4239999	MYSTERY MASTERS
Registration Number:	3578805	VIVA MEDIA
Serial Number:	86957281	OCTOPUS TREE
Serial Number:	86606123	GOLIATH
Serial Number:	86606111	ROBOT ARENA
Serial Number:	86957294	ENCORE PUBLISHING GROUP

**CORRESPONDENCE DATA**

**Fax Number:** 6785532602

*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:** 6785532601

**Email:** jimmarl@gtlaw.com

**Correspondent Name:** LaShana C. Jimmar, Paralegal

**Address Line 1:** Greenberg Traurig, LLP

**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500

**Address Line 4:** Atlanta, GEORGIA 30305

**ATTORNEY DOCKET NUMBER:** 103274.029600

**NAME OF SUBMITTER:** LaShana C. Jimmar

**SIGNATURE:** /LaShana C. Jimmar/

**DATE SIGNED:**

06/20/2017

**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 29<sup>th</sup> day of November, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 29, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among WYNIT DISTRIBUTION, LLC, a New York limited liability company (“US Parent”), WYNIT HOLDINGS, INC., a New York corporation (“Canadian Parent”), the Subsidiaries of US Parent and Canadian Parent party thereto (together with US Parent and Canadian Parent, collectively, the “Loan Parties”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers (defined below) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 29, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**WYNIT DISTRIBUTION, LLC**

By:   
Name: William L. Cave  
Title: Chief Financial Officer


**WD NAVARRE DISTRIBUTION, LLC**

By:   
Name: William L. Cave  
Title: Chief Financial Officer


**WD ENCORE SOFTWARE, LLC**

By:   
Name: William L. Cave  
Title: Chief Financial Officer

**WD NAVARRE DIGITAL SERVICES, LLC**

By:   
Name: William L. Cave  
Title: Chief Financial Officer

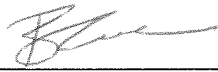
**WYNIT HOLDINGS, INC.**

By:   
Name: William L. Cave  
Title: Chief Financial Officer


[WYNIT—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 006088 FRAME: 0055**

**WD NAVARRE HOLDINGS, LLC**

By:   
Name: William L. Cave  
Title: Chief Financial Officer

**WD NAVARRE CANADA, ULC**

By:   
Name: William L. Cave  
Title: Chief Financial Officer

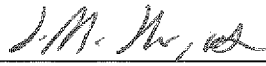
[WYNIT—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006088 FRAME: 0056**



AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: S.N. Thomas, III  
Director: Director

[WYNIT—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006088 FRAME: 0057**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Wynit Distribution, LLC	USA	“WYNIT WE DISTRIBUTE,” stylized form	3037412	
Wynit Distribution, LLC	USA	“WYNIT WE DISTRIBUTE” & Design	3267231	
Wynit Distribution, LLC	USA	“WYNIT”, standard character mark	3267207	
WD Navarre Holdings, LLC	CAN	NAVARRE	1296877 – TMA793956	4/6/2006
WD Navarre Holdings, LLC	CAN	NAVARRE (Stylized)	1296878 – TMA793957	4/6/2006
WD Navarre Holdings, LLC	CAN	ENCORE SOFTWARE	1080442 – TMA577205	03/10/2003
WD Navarre Holdings, LLC	CAN	ENCORE EDUCATION	1080270 – TMA569093	10/18/2002
WD Navarre Holdings, LLC	CAN	ENCORE EDUCATION	1080271 – TMA569585	10/24/2002
WD Navarre Holdings, LLC	CAN	ENCORE A NAVARRE CORPORATION COMPANY	1378081 – TMA756935	01/13/2010
WD Navarre Holdings, LLC	CAN	ENCORE SOFTWARE	1080451 – TMA569560	10/24/2002
WD Navarre Holdings, LLC	US	NAVARRE	78/728,457 – 3459429	10/6/2005 – 7/1/2008
WD Navarre	US	NAVARRE	78/728,453 –	10/6/2005 –

Holdings, LLC			3535430	11/18/2008
WD Navarre Holdings, LLC	US	NAVARRE	78/728,454 – 3437863	10/6/2005 – 5/27/2008
WD Navarre Holdings, LLC	US	NAVARRE (Stylized)	78/728,464 – 3442455	10/6/2005 – 6/3/2008
WD Navarre Holdings, LLC	US	NAVARRE (Stylized)	78/728,459 – 3459430	10/6/2005 – 7/1/2008
WD Navarre Holdings, LLC	US	ENCORE	78/197,016 – 3301629	12/20/2002– 10/2/2007
WD Navarre Holdings, LLC	US	ENCORE A NAVARRE CORPORATION COMPANY (Stylized)	76/563,730 – 3047491	11/24/2003 – 1/24/2006
WD Navarre Holdings, LLC	US	ENCORE SOFTWARE	74/700,386 – 2007914	7/12/1995 – 10/15/1996
WD Navarre Holdings, LLC	US	HIGH SCHOOL ADVANTAGE	75/725,427 – 2387498	7/06/1999 – 9/19/2000
WD Navarre Holdings, LLC	AUS	ENCORE SOFTWARE	855193 – 855193	10/27/2000 – 9/17/2001
WD Navarre Holdings, LLC	CAN	FUN & SKILLS PACK	1489017– TMA802815	07/22/2011
WD Navarre Holdings, LLC	US	ELEMENTARY ADVANTAGE	85/140,975 – 4051841	09/29/2010 – 11/08/2011
WD Navarre Holdings, LLC	US	ADVANTAGE	85/137,225 – 3965917	09/24/2010 – 05/24/2011
WD Navarre Holdings, LLC	US	ADVANTAGE	85/137,223 – 3965916	09/24/2010 – 05/24/2011
WD Navarre Holdings, LLC	US	FUN & SKILLS PACK	77/839,661 – 3875640	10/01/2009 – 11/16/2010
WD Navarre	US	PRECISIONPOIN	77/816,215 –	08/31/2009 –

Holdings, LLC		T	3962551	05/17/2011
WD Navarre Holdings, LLC	US	SLOT CITY	75/654,870 – 2374704	03/14/1999 – 08/08/2000
WD Navarre Holdings, LLC	US	SHARK	77/263,073 – 3588093	08/23/2007 – 03/10/2009
WD Navarre Holdings, LLC	US	3D CUSTOM WORKSHOP	77/249,904 – 3473499	08/08/2007 – 07/22/2008
WD Navarre Holdings, LLC	US	PUNCH! SOFTWARE & Design	77/083,206 – 3364472	01/15/2007 – 01/08/2008
WD Navarre Holdings, LLC	US	LOGICCURSOR	77/082,034 – 3493247	01/12/2007 – 08/26/2008
WD Navarre Holdings, LLC	US	VIACAD	77/051,343 – 3344894	11/27/2006 – 11/27/2007
WD Navarre Holdings, LLC	US	3D HOME ARCHITECT	74/464,470 – 1862392	02/01/1993 – 01/15/1994
WD Navarre Holdings, LLC	US	ARCHITECTURAL SERIES	78/144,584 – 2772758	07/17/2002– 10/07/2003
WD Navarre Holdings, LLC	US	PUNCH! SOFTWARE	75/557,004 – 2285409	09/23/1998– 10/12/1999
WD Navarre Holdings, LLC	US	REALMODEL	75/557,005 – 2252216	09/23/1998– 01/08/1999
WD Navarre Holdings, LLC	US	MYSTERY MASTERS	85/057,524 - 4239999	01/08/2010– 11/13/2012
WD Navarre Holdings, LLC	US	VIVA MEDIA	77/366,153 – 3578805	01/08/2008– 02/24/2009
WD Navarre Holdings, LLC	US	OCTOPUS TREE	86/957281	3/29/2016
WD Navarre	US	ENCORE PUBLISHING	86/957274	3/29/2016

Holdings, LLC		GROUP		
WD Navarre Holdings, LLC	US	GOLIATH	1271743 - 86606123	4/22/2015
WD Navarre Holdings, LLC	US	ROBOT ARENA	1270758 - 86606111	4/22/2015

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**