

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ex Libris Holdings, Inc.		06/30/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	First Republic Bank		
Street Address:	111 Pine Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86268046	THE LIBRARIANS	
Serial Number:	86264009	THE LIBRARIANS	
Serial Number:	86268037	THE LIBRARIANS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	310-586-7784		
Email:	parisma@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP, Attn: Margie Pa		
Address Line 1:	1840 Century Park East		
Address Line 2:	Suite 1900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Margie Paris		
SIGNATURE:	/Margie Paris/		
DATE SIGNED:	07/03/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

June 30, 2017

WHEREAS, Ex Libris Holdings, Inc., a California corporation ("ELH") and Ex Libris Productions, Inc., a California corporation ("ELP" and collectively with ELH, "Pledgor") now own or hold and may hereafter adopt, acquire or hold "Trademarks" (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks included on Schedule A annexed hereto, as such Schedule A may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified, novated, renewed or replaced from time to time, the "Loan Agreement"), by and between Pledgor and First Republic Bank (the "Lender"), the Lender has agreed to make certain loans to the Pledgor in connection with the Series, as more fully set forth in the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Pledgor has granted to the Lender a security interest in and to all personal property of Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Lender and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to the Lender, as security for the Obligations, a continuing security interest in all of Pledgor's right, title and interest in, to and under the following (all of the following items (a) through (c) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now

owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgor:

(a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Lender at the end of any quarter in which Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Lender granted pursuant to the Loan Agreement, this Trademark Security Agreement, and the other Loan Documents in the Trademark Collateral or any portion thereof.

Pledgor agrees that: (a) if any Person shall do or perform any act(s) which the Lender believes constitute an infringement of any Trademark, or violate or infringe any right therein of Pledgor or the Lender; or (b) if any Person shall do or perform any acts which the Lender reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event (unless such Pledgor shall itself commence actions reasonably satisfactory to the Lender in response to such acts), upon thirty (30) days' prior written notice to Pledgor (or if an Event of Default is at the time continuing, then without notice), the Lender may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lender may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Lender may take such steps or institute such suits or proceedings in its own name or in the name of Pledgor or in the names of the parties jointly. The Lender hereby agrees to give Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and Pledgor agrees to assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement. Pledgor and the Lender do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as the Commitment under the Loan Agreement has terminated and all Obligations have been indefeasibly paid in full in cash and performed, the Lender shall promptly execute and deliver to Pledgor, at Pledgor's expense, without representation (other than with respect to the Lien upon such released collateral in favor of the Lender), warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Loan Agreement.

Subject to the terms and conditions of the Loan Agreement, the Lender will provide notice(s) required by Section 14.8 of the Loan Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Loan Agreement and the other Loan Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has executed and delivered this Trademark Security Agreement by and through its duly authorized representative as of the date first written above.

"PLEDGOR"

EX LIBRIS HOLDINGS, INC.

By: [Signature]
Name: Jeff Goodwin
Its: CEO

EX LIBRIS PRODUCTIONS, INC.

By: [Signature]
Name: Jeff Goodwin
Its: CEO

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE LIBRARIANS	USA	Ex Libris Holdings, Inc.	86268046	4774001	July 14, 2015
THE LIBRARIANS	USA	Ex Libris Holdings, Inc.	86264009	4786950	August 4, 2015
THE LIBRARIANS	USA	Ex Libris Holdings, Inc.	86268037	5124690	January 17, 2017

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None

*Trademark Security Agreement
The Librarians
Amended and Restated Loan and Security Agreement*