

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACKROCK CAPITAL INVESTMENT CORPORATION, as Agent		08/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RB AUDIOBOOKS USA LLC		
Street Address:	270 Skyjack Road		
City:	Prince Frederick		
State/Country:	MARYLAND		
Postal Code:	20678		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2495401	AUDIOBOOKS.COM	
Registration Number:	3710854	SIMPLY AUDIOBOOKS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	330304-100		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	08/31/2017		
Total Attachments: 4			
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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Release”) is made this 24th day of August, 2017 (the “Release Date”) by BLACKROCK CAPITAL INVESTMENT CORPORATION, a Delaware corporation, in its capacity as collateral agent (the “Agent”), for the benefit of RB AUDIOBOOKS USA LLC, a Delaware limited liability company (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of February 1, 2017 with Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which each Debtor granted to Agent a security interest in and to all of its right, title and interest in, to and under the following, including the registered trademarks and pending applications for registration of trademarks, listed on **Schedule 1** hereto (collectively, the “Trademarks”):

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) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

WHEREAS, on February 2, 2017, Agent has recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 005982, Frame 0212, notices of security interests in the Trademarks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that Agent release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Agent hereby irrevocably and forever terminates the Security Agreement and terminates, releases and discharges the entirety of the security interest and continuing lien on the Trademarks.
2. Recordation of Release. Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO at the Debtor’s sole cost and expense.
3. Further Actions. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such

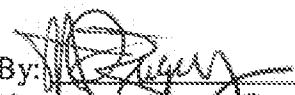
documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows]


IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

BLACKROCK CAPITAL INVESTMENT CORPORATION, as Agent

By: 
Name: Michael Zugay
Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Trademarks	Registration Date	Status	Registration No.	Country
RB Audiobooks USA LLC	AUDIOBOOKS.COM 	10/9/2001	Registered	2495401	US
RB Audiobooks USA LLC	SIMPLY AUDIOBOOKS	10/9/2001	Registered	3710854	US

Unregistered Trademarks

audiobooks.com

simply audiobooks

