

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<b>Name:</b>	RECORDED BOOKS INC.
<b>Street Address:</b>	270 Skyjack Road
<b>City:</b>	Prince Frederick
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20678
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	HIGHBRIDGE COMPANY, LLC
<b>Street Address:</b>	270 Skyjack Road
<b>City:</b>	Prince Frederick
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20678
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	TANTOR MEDIA, INCORPORATED
<b>Street Address:</b>	6 Business Park Road
<b>City:</b>	Old Saybrook
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06475
<b>Entity Type:</b>	Corporation: CONNECTICUT

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	4168007	D ONECLICKDIGITAL
<b>Registration Number:</b>	4027898	
<b>Registration Number:</b>	3783912	GRIOT AUDIO
<b>Registration Number:</b>	3802326	GRIOT AUDIO
<b>Registration Number:</b>	4491590	ONECLICKDIGITAL
<b>Registration Number:</b>	4572765	RBDIGITAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4079704	TANTOR AUDIO
Registration Number:	4090217	TANTOR AUDIO
Registration Number:	4717537	TANTOR MEDIA
Registration Number:	4717536	TANTOR MEDIA
Registration Number:	4717538	TANTOR MEDIA
Registration Number:	4717539	TANTOR MEDIA

**CORRESPONDENCE DATA**

Fax Number: 4156932222

*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: 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: 6**

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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 24<sup>th</sup> 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 RECORDED BOOKS INC., a Delaware corporation, HIGHBRIDGE COMPANY, LLC, a Delaware limited liability company and TANTOR MEDIA, INCORPORATED, a Connecticut corporation (each, a "Debtor" and, collectively, the "Debtors").

WHEREAS, each Debtor has entered into that certain Intellectual Property Security Agreement, dated as of July 31, 2015 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 July 31, 2015, Agent has recorded with the United States Patent and Trademark Office (the "USPTO"), at Reel 005589, Frame 06701, 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 Debtors' 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]


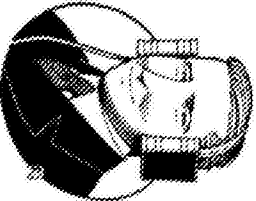
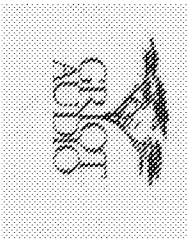
IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

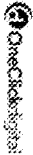
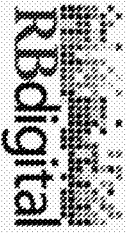
**BLACKROCK CAPITAL INVESTMENT CORPORATION, as Agent**

By:   
Name: Michael Legay  
Title: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Trademarks**

Grantor	Trademarks	Registration Date	Status	Registration No.	Country
Recorded Books Inc.	D ONECLICKDIGITAL 	7/3/12	Registered	4168007	United States
Recorded Books Inc.	DESIGN ONLY 	9/20/11	Registered	4027898	United States
Recorded Books Inc.	GRIOT AUDIO 	5/4/10	Registered	3783912	United States
Recorded Books Inc.	GRIOT AUDIO	6/15/10	Registered	3802326	United States

Grantor	Trademarks	Registration Date	Status	Registration No.	Country
HighBridge Company, LLC	HIGHBRIDGE CLASSICS	7/10/97	Registered	TMAA478380	Canada
HighBridge Company, LLC	HIGHBRIDGE & DESIGN	6/12/97	Registered	TMAA477704	Canada
Recorded Books Inc.	ONECLICKDIGITAL 	3/4/14	Registered	4491590	United States
Recorded Books Inc.	RBDIGITAL 	7/22/14	Registered	4572765	United States
Tantor Media, Incorporated	TANTOR AUDIO	1/3/12	Registered	4079704	United States
Tantor Media, Incorporated	TANTOR AUDIO	1/24/12	Registered	4090217	United States
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	Registered	4717537	United States
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	Registered	4717536	United States
Tantor	TANTOR MEDIA	4/7/15	Registered	4717538	United

Grantor	Trademarks	Registration Date	Status	Registration No.	Country
Media, Incorporated					States
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	Registered	4717539	United States

TRADEMARK

REEL: 006145 FRAME: 0113

RECORDED: 08/31/2017