

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simply Audiobooks Inc.		12/31/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	RB Audiobooks USA LLC		
Street Address:	270 Skipjack 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:	3710854	SIMPLY AUDIOBOOKS	
Registration Number:	2495401	AUDIOBOOKS.COM	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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) 883-6427		
Email:	trademarks@cooley.com		
Correspondent Name:	John Paul Oleksiuk		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	330304-103		
NAME OF SUBMITTER:	Eunice Yu		
SIGNATURE:	/Eunice Yu/		
DATE SIGNED:	09/06/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”), dated as of December 31, 2016, is entered into by and among Simply Audiobooks Inc., a Canadian corporation (“Simply Audiobooks Canada”), Audiobooks Inc., a Barbados corporation (“Audiobooks Barbados”), Simply Audiobooks U.S.A. Inc., a New York corporation (“Simply Audiobooks USA” and together with Simply Audiobooks Canada and Audiobooks Barbados, the “Assignors”) and RB Audiobooks USA LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Assignors, the Assignee, RB Audiobooks Canada Inc., a Canadian corporation (“RB Audiobooks Canada,” and together with the Assignee, the “Buyers”), and certain other parties are party to that certain Asset Purchase Agreement, dated October 31, 2016 (the “Purchase Agreement”), pursuant to which each Assignor has agreed to assign the Purchased Assets, which includes the Intellectual Property Assets, to Assignee; and

WHEREAS, the parties desire to execute this Agreement to evidence the assignment by each Assignee of the Intellectual Property Assets at the Closing.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. Each Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee all of such Assignor’s right, title and interest in and to all of the Intellectual Property Assets owned by such Assignor, including, without limitation, the Intellectual Property Assets set forth on Exhibit A attached hereto and the registrations or pending applications therefor, together with all common law rights, trade name rights, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the business and operations of the Business associated with such Intellectual Property Assets (collectively the “Assigned Intellectual Property Assets”).

2. Assignee’s Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Intellectual Property Assignment had not been made.

3. Rights to Record. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, whose duty it is to record intellectual property registrations, applications and title thereto, and any corresponding office in any country or countries foreign to the United States, if and where applicable, to record the assignment of the

Assigned Intellectual Property Assets hereunder in the name of the Assignee, its successors and assigns.

4. Conflicts and Inconsistencies. This Intellectual Property Assignment is executed and delivered by each Assignor pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth in this Intellectual Property Agreement shall or shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions in this Intellectual Property Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. Further Assurances. In case at any time after the date hereof any further actions are reasonably necessary in connection with prosecution, maintenance and/or enforcement of the Assigned Intellectual Property Assets or to carry out the purposes of this Intellectual Property Assignment, each Assignor shall, and shall cause each of its Affiliates to, reasonably cooperate with Assignee, at Assignee's expense, and take such further actions, at Assignee's expense, as may be reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by the Purchase Agreement including by executing and delivering all reasonably necessary documents, instruments, conveyances and assurances, making available all relevant records, papers, information, samples, specimens and like materials, joining an enforcement action as a party (if necessary) and having Representatives testify in connection with an enforcement action as reasonably necessary.

6. Headings. The section headings contained in this Intellectual Property Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Intellectual Property Assignment.

7. Governing Law. This Intellectual Property Assignment is governed by and will be construed and interpreted in accordance with the law of the State of New York, without reference to the conflict of laws provisions thereof. Any Action arising out of this Agreement will be adjudicated in accordance with Section 10.11 of the Purchase Agreement.

8. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of each Assignor and Assignee and their respective successors and permitted assigns. No Assignor may assign its rights or obligations hereunder without the prior written consent of Assignee. No assignment shall relieve any Assignor of any of its obligations hereunder.

9. Counterparts; Delivery by Facsimile or PDF. This Intellectual Property Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

“ASSIGNORS”

SIMPLY AUDIOBOOKS INC.

RMenon
Witness

By: [Signature]
Name: Sanjay Singhal
Title: President

AUDIOBOOKS INC.

RMenon
Witness

By: [Signature]
Name: Sanjay Singhal
Title: Director

SIMPLY AUDIOBOOKS U.S.A. INC.

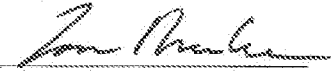
RMenon
Witness

By: [Signature]
Name: Sanjay Singhal
Title: President

"ASSIGNEE"

RB AUDIOBOOKS USA LLC

By: Recorded Books Inc., its Manager

By: 

Name: Tom MacIsaac


Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

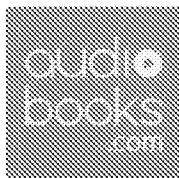
TRADEMARK
REEL: 006148 FRAME: 0507

EXHIBIT A
INTELLECTUAL PROPERTY ASSETS

Registered Trademarks

Country	Mark	Registration No.	Owner
U.S.	"SIMPLY AUDIOBOOKS"	3,710,854	Simply Audiobooks Inc.
U.S.		2,495,401	Simply Audiobooks Inc.

Unregistered Trademarks



Patent Applications

<u>Jurisdiction</u>	<u>Patent Application No.</u>	<u>Title</u>	<u>Owner</u>
WIPO	PCT/IB2015/059598	Apparatus, Method, and Server for Generating Audiobooks	Simply Audiobooks Inc.
U.S.	13/600,410	Method, Apparatus and System for Providing Content	Simply Audiobooks Inc.
U.S.	13/967,990	Method, Apparatus and System for Providing Content	Audiobooks Inc.