

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Rowman & Littlefield Publishing Group, Inc.		12/28/2017	Corporation: DELAWARE
Sundance/Newbridge, LLC		12/28/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank, National Association
Street Address:	919 Market Street
Internal Address:	Suite 800
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1320603	UNIVERSITY PRESS OF AMERICA
Registration Number:	1305362	UNIVERSITY PRESS OF AMERICA
Registration Number:	2216549	ALPHAKIDS
Registration Number:	2935450	READING POWERWORKS
Registration Number:	2106070	12 SHORT HIKES
Registration Number:	4294927	A FALCON FIELD GUIDE
Registration Number:	2379085	BASIC ESSENTIALS
Registration Number:	2231571	BEST BIKE RIDES
Registration Number:	2264197	CHOCKSTONE
Registration Number:	1247039	DAY TRIPS
Registration Number:	2069723	FALCON
Registration Number:	4357706	FALCON GUIDE
Registration Number:	2069915	FALCONGUIDE
Registration Number:	4370791	FOOD LOVERS' GUIDE TO
Registration Number:	2136975	HOW TO ROCK CLIMB
Registration Number:	4371374	INSIDERS' GUIDE

OP \$690.00 1320603

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2144947	INSIDERS' GUIDE
Registration Number:	4341185	NATURE IN YOUR POCKET
Registration Number:	2242474	QUICK ESCAPES
Registration Number:	2244258	OFF THE BEATEN PATH
Registration Number:	2178484	ROMANTIC DAYS AND NIGHTS
Registration Number:	4333099	SCENIC ROUTES & BYWAYS
Registration Number:	2240275	SHORT BIKE RIDES
Registration Number:	1734709	THE INSIDERS' GUIDE
Registration Number:	1744454	THE INSIDERS' GUIDE
Registration Number:	2313953	TWODOT
Registration Number:	2197392	DAY TRIPS

CORRESPONDENCE DATA

Fax Number: 2122869806

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: 2128082700

Email: rizzosd@pepperlaw.com

Correspondent Name: Pepper Hamilton LLP

Address Line 1: 620 EIGHTH AVENUE

Address Line 2: 38th Floor

Address Line 4: NEW YORK, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	124715.242
NAME OF SUBMITTER:	Samantha Rizzo
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	01/11/2018

Total Attachments: 9

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PATENTS, TRADEMARKS
AND LICENSES SECURITY AGREEMENT

This Patents, Trademarks and Licenses Security Agreement ("Agreement") is made as of the 28th day of December, 2017, by The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation, and Sundance/Newbridge, LLC, a Delaware limited liability company (jointly and severally, the "Company"), with executive offices located at 4501 Forbes Boulevard, Suite 200, Lanham, Maryland 20706, and delivered to Citizens Bank, National Association ("Lender"), having a mailing address of 919 Market Street, Suite 800, Wilmington, Delaware 19801.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and among Company and certain of its subsidiaries and/or affiliates, as borrowers ("Borrowers"), and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement"), under which Company is granting Lender a lien on and security interest in assets of Company associated with or relating to products leased or sold or services provided under Company's patents and trademarks (and the goodwill associated therewith), and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications and trade names under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the

Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Agreement, Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(b) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent shall be deemed part of the Assets.

4. So long as an Event of Default or Default does not exist under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Company and Lender.

6. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon Borrowers' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets, including executing and delivering to Company a termination statement prepared by Company for filing with the United States Patent and Trademark Office, whereupon this Agreement shall terminate.

8. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and

satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Company shall make federal application on registrable but unregistered patents, trademarks or licenses belonging to Company to the extent such registration is commercially reasonable. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any patent or registered trademark except as permitted by the Loan Agreement.

9. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole but reasonable discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall, promptly upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

10. (a) Following the occurrence and during the continuance of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

(b) Company hereby grants Lender and its officers, representatives, successors and assigns an irrevocable power of attorney, coupled with an interest, to execute any and all assignments, bills of sale or other documents deemed necessary and appropriate by Lender to enforce Lender's rights hereunder, assign, license or transfer the Assets, and obtain the benefits intended hereby, such power of attorney exercisable following the occurrence and during the continuance of an Event of Default under the Loan Agreement.

11. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

12. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

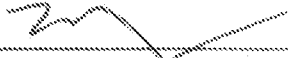
13. This Agreement, and all matters arising hereunder or related hereto, shall be governed by and construed in accordance with the laws of the State of Maryland applied to contracts to be performed wholly within the State of Maryland.

14. Company and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

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Dated the date and year first written above.

THE ROWMAN & LITTLEFIELD PUBLISHING
GROUP, INC.

By: 
Name: Michael Lippenholz
Title: Chief Financial Officer

SUNDANCE/NEWBRIDGE, LLC

By: The Rowman & Littlefield Publishing Group,
Inc., its managing member

By: 
Name: Michael Lippenholz
Title: Chief Financial Officer

Approved and Accepted:
CITIZENS BANK,
NATIONAL ASSOCIATION

By: _____
Louis J. Noppenberger
Senior Vice President

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND LICENSES SECURITY AGREEMENT]

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TRADEMARK
REEL: 006250 FRAME: 0690

Dated the date and year first written above.

THE ROWMAN & LITTLEFIELD PUBLISHING
GROUP, INC.

By: _____

Name: Michael Lippenholz

Title: Chief Financial Officer

SUNDANCE/NEWBRIDGE, LLC

By: The Rowman & Littlefield Publishing Group,
Inc., its managing member

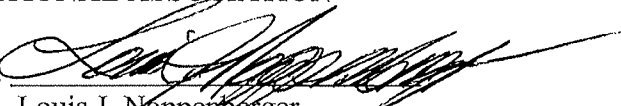
By: _____

Name: Michael Lippenholz

Title: Chief Financial Officer

Approved and Accepted:
CITIZENS BANK,
NATIONAL ASSOCIATION

By: _____


Louis J. Noppemberger
Senior Vice President

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND LICENSES SECURITY AGREEMENT]

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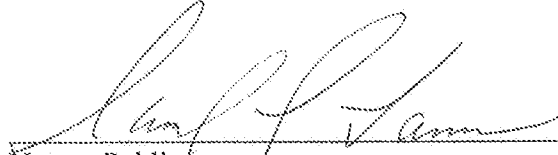
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ACKNOWLEDGMENT

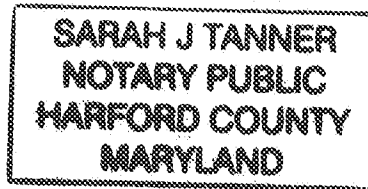
UNITED STATES OF AMERICA :
STATE OF Maryland : SS
COUNTY OF Harford :

On this 17 day of December, 2017, before me personally appeared Louis J. Noppenberger, to me known and being duly sworn, deposes and says that he is Senior Vice President of Citizens Bank, National Association, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

10-3-2018
My Commission Expires:



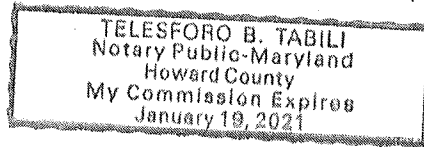
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF MARYLAND : SS
COUNTY OF PRINCE GEORGES :


On this 20th day of December, 2017, before me personally appeared MICHAEL LIPPENHOLZ, to me known and being duly sworn, deposes and says that he is the Chief Financial Officer of The Rowman & Littlefield Publishing Group, Inc., the Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.


Telesforo B. Tabili
Notary Public

01-19-2021
My Commission Expires:



SCHEDULE A

MARK	REG. No. (APP. No.)	REG. DATE (APP. DATE)	REGISTERED OWNER
<u>UNIVERSITY PRESS OF AMERICA</u>	1320603	February 19, 1985	Rowman & Littlefield Publishing Group, Inc.
<u>UNIVERSITY PRESS OF AMERICA</u>	1305362	November 13, 1984	Rowman & Littlefield Publishing Group, Inc.
ALPHAKIDS and Design 	2216549	January 5, 1999	Sundance/Newbridge Educational Publishing, LLC
<u>READING POWERWORKS</u>	2935450	March 22, 2005	Sundance/Newbridge, LLC
<u>12 SHORT HIKES</u>	2106070	October 14, 1997	The Rowman & Littlefield Publishing Group, Inc.
<u>A FALCON FIELD GUIDE</u>	4294927	February 26, 2013	The Rowman & Littlefield Publishing Group, Inc.
<u>BASIC ESSENTIALS</u>	2379085	August 22, 2000	The Rowman & Littlefield Publishing Group, Inc.
<u>BEST BIKE RIDES</u>	2231571	March 16, 1999	The Rowman & Littlefield Publishing Group, Inc.
<u>CHOCKSTONE</u>	2264197	July 27, 1999	The Rowman & Littlefield Publishing Group, Inc.
<u>DAY TRIPS</u>	1247039	August 2, 1983	The Rowman & Littlefield Publishing Group, Inc.
<u>DAY TRIPS</u>	2197392	October 20, 1998	The Rowman & Littlefield Publishing Group, Inc.
<u>FALCON</u>	2069723	June 10, 1997	The Rowman & Littlefield Publishing Group, Inc.
<u>FALCON GUIDE</u>	4357706	June 25, 2013	The Rowman & Littlefield Publishing Group, Inc.
<u>FALCONGUIDE</u>	2069915	June 10, 1997	The Rowman & Littlefield Publishing Group, Inc.
<u>FOOD LOVERS' GUIDE TO</u>	4370791	July 23, 2013	The Rowman & Littlefield Publishing Group, Inc.

MARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	REGISTERED OWNER
<u>HOW TO ROCK CLIMB</u>	2136975	February 17, 1998	The Rowman & Littlefield Publishing Group, Inc.
<u>INSIDERS' GUIDE</u>	4371374	July 23, 2013	The Rowman & Littlefield Publishing Group, Inc.
<u>INSIDERS' GUIDE</u>	2144947	March 17, 1998	The Rowman & Littlefield Publishing Group, Inc.
<u>NATURE IN YOUR POCKET</u>	4341185	May 28, 2013	The Rowman & Littlefield Publishing Group, Inc.
<u>OFF THE BEATEN PATH</u>	2244258	May 11, 1999	The Rowman & Littlefield Publishing Group, Inc.
<u>QUICK ESCAPES</u>	2242474	May 4, 1999	The Rowman & Littlefield Publishing Group, Inc.
<u>ROMANTIC DAYS AND NIGHTS</u>	2178484	August 4, 1998	The Rowman & Littlefield Publishing Group, Inc.
<u>SCENIC ROUTES & BYWAYS</u>	4333099	May 7, 2013	The Rowman & Littlefield Publishing Group, Inc.
<u>SHORT BIKE RIDES</u>	2240275	April 20, 1999	The Rowman & Littlefield Publishing Group, Inc.
<u>THE INSIDERS' GUIDE</u>	1734709	November 24, 1992	The Rowman & Littlefield Publishing Group, Inc.
<u>THE INSIDERS' GUIDE and Design</u> 	1744454	January 5, 1993	The Rowman & Littlefield Publishing Group, Inc.
<u>TWODOT</u>	2313953	February 1, 2000	The Rowman & Littlefield Publishing Group, Inc.

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RECORDED: 01/11/2018

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