

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERRIAM-WEBSTER, INCORPORATED		05/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4898959	QUIZZITIVE	
Registration Number:	4763362	MERRIAM-WEBSTER'S	
Registration Number:	4763361	MERRIAM-WEBSTER	
Registration Number:	4382837	MERRIAM-WEBSTER	
Registration Number:	3062673	WORDCLICK	
Registration Number:	3377833	COLLEGIATE	
Registration Number:	1997871		
Registration Number:	1826344	MERRIAM WEBSTER'S COLLEGIATE TENTH EDITI	
Registration Number:	1762800	MERRIAM WEBSTER	
Registration Number:	1840478		
Registration Number:	1849049	MERRIAM WEBSTER	
Registration Number:	1826345	MERRIAM-WEBSTER'S COLLEGIATE	
Registration Number:	0050646	MW	
Registration Number:	0050645	MW	
Registration Number:	0758864	MW WEBSTER'S THIRD NEW INTERNATIONAL DIC	
Registration Number:	0162310	W WEBSTER'S	
Registration Number:	0162309	WEBSTER'S NEW INTERNATIONAL MW	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4898959

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.225
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	05/22/2018
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Total Attachments: 6

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 22, 2018, by MERRIAM-WEBSTER, INCORPORATED, a Delaware corporation ("Grantor"), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a General Security Agreement, dated May 22, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Party (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Grantee unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail (including email transmission of an attachment) shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank; signature pages follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

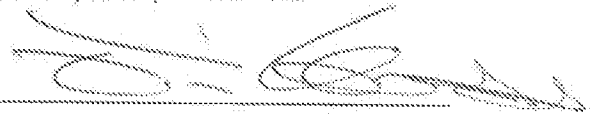
MERRIAM-WEBSTER, INCORPORATED,
a Delaware corporation, as Grantor

By: *Douglas M. Easley*
Name: *Douglas M. Easley*
Title: *VP*

ACCEPTED AND AGREED as of the date first written above:

BMO HARRIS BANK, N.A., as Grantee

By: _____



Name:

Title:

JAMES J. HESS
Senior Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
MERRIAM-WEBSTER	86347191 <i>Intent-to-Use</i>	Pending – Application filed 07/24/14	NA	NA	Merriam-Webster, Incorporated
MERRIAM-WEBSTER	86347147 <i>Intent-to-Use</i>	Pending – Application filed 07/24/14	NA	NA	Merriam-Webster, Incorporated
QUIZZITIVE	86052173	Registered	4898959	02/09/16	Merriam-Webster, Incorporated
MERRIAM-WEBSTER'S	86347241	Registered	4763362	06/30/15	Merriam-Webster, Incorporated
MERRIAM-WEBSTER	86347217	Registered	4763361	06/30/15	Merriam-Webster, Incorporated
MERRIAM-WEBSTER	85740138	Registered	4382837	08/13/13	Merriam-Webster, Incorporated
WORDCLICK	78489404	Registered	3062673	02/28/06	Merriam-Webster, Incorporated
COLLEGIATE	77194140	Registered	3377833	02/05/08	Merriam-Webster, Incorporated
None (Design Only)	74582550	Registered	1997871	09/03/96	Merriam-Webster, Incorporated
MERRIAM WEBSTER'S COLLEGIATE TENTH EDITION	74400262	Registered	1826344	03/15/94	Merriam-Webster, Incorporated
MERRIAM WEBSTER	74278010	Registered	1762800	04/06/93	Merriam-Webster, Incorporated
None (Design Only)	74278009	Registered	1840478	06/21/94	Merriam-Webster, Incorporated
MERRIAM WEBSTER	74278007	Registered	1849049	08/09/94	Merriam-Webster, Incorporated
MERRIAM-WEBSTER'S COLLEGIATE	74400450	Registered	1826345	03/15/94	Merriam-Webster, Incorporated
MW	71003097	Registered	0050646	03/27/1906	Merriam-Webster, Incorporated
MW	71003096	Registered	0050645	03/27/1906	Merriam-Webster, Incorporated
MW WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY	72158638	Registered	0758864	10/22/63	Merriam-Webster, Incorporated

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
W WEBSTER'S	71162836	Registered	0162310	12/12/1922	Merriam-Webster, Incorporated
WEBSTER'S NEW INTERNATIONAL MW	71162831	Registered	0162309	12/12/1922	Merriam-Webster, Incorporated