

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENCYCLOPAEDIA BRITANNICA, INC.		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: 22

Property Type	Number	Word Mark
Registration Number:	5231439	LAUNCHPACKS
Registration Number:	4912175	IMAGEQUEST
Registration Number:	4762760	E-STAX
Registration Number:	3762013	ENCYCLOPAEDIA BRITANNICA
Registration Number:	3691089	EB
Registration Number:	3545991	BRITANNICA LEARNING ZONE
Registration Number:	2688511	SYNTOPICON
Registration Number:	2267211	BRITANNICA MATHEMATICS IN CONTEXT
Registration Number:	2287468	BRITANNICA
Registration Number:	2217453	EB
Registration Number:	2150880	MATHEMATICS IN CONTEXT
Registration Number:	1918562	BRITANNICA ONLINE
Registration Number:	2215639	READY REFERENCE
Registration Number:	2009347	PROPAEDIA
Registration Number:	1672591	MICROPAEDIA
Registration Number:	1309991	BRITANNICA
Registration Number:	1506869	BRITANNICA
Registration Number:	1486737	EB
Registration Number:	1461891	GREAT BOOKS OF THE WESTERN WORLD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1491995	EB
Registration Number:	0825337	BRITANNICA BOOK OF THE YEAR
Registration Number:	0692438	EB FILMS

CORRESPONDENCE DATA

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

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 05/22/2018

Total Attachments: 5

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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 ENCYCLOPAEDIA BRITANNICA, INC., 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 Credit Parties (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.

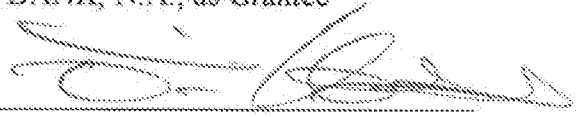
ENCYCLOPAEDIA BRITANNICA, INC.,
a Delaware corporation, as Grantor

By: Douglas M. Ecker
Name: Douglas M. Ecker
Title: EVP

ACCEPTED AND AGREED as of the date first written above:

BMO HARRIS BANK, N.A., as Grantee

By: _____



Name:

JAMES J. HESS

Title:

Senior Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
LAUNCHPACKS	87173802	Registered	5231439	06/27/17	Encyclopaedia Britannica, Inc.
IMAGEQUEST	86490224	Registered	4912175	03/08/16	Encyclopaedia Britannica, Inc.
E-STAX	86067792	Registered	4762760	06/30/15	Encyclopaedia Britannica, Inc.
ENCYCLOPAEDIA BRITANNICA	77160398	Registered	3762013	03/23/10	Encyclopaedia Britannica, Inc.
EB	77399555	Registered	3691089	10/06/09	Encyclopaedia Britannica, Inc.
BRITANNICA LEARNING ZONE	77315565	Registered	3545991	12/16/08	Encyclopaedia Britannica, Inc.
SYNTOPICON	76401458	Registered	2688511	02/18/03	Encyclopaedia Britannica, Inc.
BRITANNICA MATHEMATICS IN CONTEXT	75514737	Registered	2267211	09/03/99	Encyclopaedia Britannica, Inc.
BRITANNICA	75488063	Registered	2287468	10/19/99	Encyclopaedia Britannica, Inc.
EB	75452723	Registered	2217453	01/12/99	Encyclopaedia Britannica, Inc.
MATHEMATICS IN CONTEXT	75279149	Registered	2150880	04/14/98	Encyclopaedia Britannica, Inc.
BRITANNICA ONLINE	74555513	Cancellation Pending	1918562	09/12/95	Encyclopaedia Britannica, Inc.
READY REFERENCE	74597365	Registered	2215639	01/05/99	Encyclopaedia Britannica, Inc.
PROPAEDIA	74555515	Cancellation Pending	2009347	10/22/96	Encyclopaedia Britannica, Inc.
MICROPAEDIA	74142543	Registered	1672591	01/21/92	Encyclopaedia Britannica, Inc.
[BRITANNICA	73463622	Registered	1309991	12/18/84	Encyclopaedia Britannica, Inc. / TLC Properties Inc. Ownership isn't clear – Break in the chain of title]
BRITANNICA	73661840	Registered	1506869	10/04/88	Encyclopaedia Britannica, Inc.
EB	73652896	Registered	1486737	05/03/88	Encyclopaedia Britannica, Inc.
GREAT BOOKS OF THE WESTERN WORLD	73652101	Cancellation Pending	1461891	10/20/87	Encyclopaedia Britannica, Inc.
EB	73651992	Registered	1491995	06/14/88	Encyclopaedia Britannica, Inc.
BRITANNICA BOOK OF THE YEAR	72252323	Cancellation Pending	0825337	03/07/67	Encyclopaedia Britannica, Inc.
EB FILMS	72071102	Registered	0692438	02/02/60	Encyclopaedia Britannica, Inc.