

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BNP Paribas, as Collateral Agent		08/31/2018	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RB Audiobooks USA LLC		
<b>Street Address:</b>	270 Skipjack 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>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2495401	AUDIOBOOKS.COM	
<b>Registration Number:</b>	3710854	SIMPLY AUDIOBOOKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F179083 TM REL RB AUDIOBK		
<b>NAME OF SUBMITTER:</b>	Mariah Kenna		
<b>SIGNATURE:</b>	/Mariah Kenna/		
<b>DATE SIGNED:</b>	09/04/2018		
<b>Total Attachments: 3</b>			
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**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of August 31, 2018, by **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) (as defined in the Pledge and Security Agreement referred to below), in favor of **RB AUDIOBOOKS USA LLC** (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of July 31, 2015, by and among the Grantor, the other grantors party thereto and Collateral Agent (as heretofore amended or otherwise modified, the “Pledge and Security Agreement”); and (ii) that certain Intellectual Property Security Agreement, dated as of February 1, 2017, by and between the Grantor and Collateral Agent (the “Intellectual Property Security Agreement”), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademarks, including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto (the “Intellectual Property Security Interest”). All capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Intellectual Property Security Agreement;

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on February 2, 2017 at Reel 5981, Frame 0048;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and the applicable Intellectual Property Security Agreement and requests a release of the Intellectual Property Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Lenders, desires to terminate and grant a release of the Intellectual Property Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Lenders, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Lenders, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the Intellectual Property Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Trademarks (including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Lenders, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, Collateral Agent, on behalf of itself and the Lenders, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

*[Signature page follows]*

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

**BNP PARIBAS**, as Collateral Agent

By:   
Name: **Albert Arencibia**  
Title: **Director**

By:   
Name: **Daniel Mancini**  
Title: **Vice President**

[Signature Page to Release of Intellectual Property]

**TRADEMARK**  
**REEL: 006429 FRAME: 0042**

Schedule 1

**TRADEMARKS**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Country</b>
RB Audiobooks USA LLC	AUDIOBOOKS.COM	October 9, 2001	2495401	US
RB Audiobooks USA LLC	SIMPLY AUDIOBOOKS	November 17, 2009	3710854	US