

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522188

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance previously recorded on Reel 006444 Frame 0100. Assignor(s) hereby confirms the Grant of Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recorded Books, Inc.		08/31/2018	Corporation: DELAWARE
RB Audiobooks USA LLC		08/31/2018	Limited Liability Company: DELAWARE
Christian Audio, LLC		08/31/2018	Limited Liability Company: DELAWARE
Highbridge Company, LLC		08/31/2018	Limited Liability Company: DELAWARE
Tantor Media, Incorporated		08/31/2018	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4491590	ONECLICKDIGITAL
Registration Number:	4168007	D ONECLICKDIGITAL
Registration Number:	4572765	RBDIGITAL
Registration Number:	3783912	GRIOT AUDIO
Registration Number:	3802326	GRIOT AUDIO
Registration Number:	3710854	SIMPLY AUDIOBOOKS
Registration Number:	2495401	AUDIOBOOKS.COM
Registration Number:	5490057	CHRISTIANAUDIO
Registration Number:	3452159	CHRISTIANAUDIO LISTEN ENJOY THINK GROW
Registration Number:	2909065	
Registration Number:	2018667	HIGHBRIDGE CLASSICS
Registration Number:	1734492	HIGH BRIDGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4717539	TANTOR MEDIA
Registration Number:	4717538	TANTOR MEDIA
Registration Number:	4717537	TANTOR MEDIA
Registration Number:	4717536	TANTOR MEDIA
Registration Number:	4090217	TANTOR AUDIO
Registration Number:	4079704	TANTOR AUDIO
Serial Number:	87976656	RB MEDIA
Serial Number:	87976655	RB DIGITAL
Serial Number:	87239408	RB MEDIA
Serial Number:	87239403	RB DIGITAL

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1077755 TM GRANT

NAME OF SUBMITTER: Mariah Kenna

SIGNATURE: /Mariah Kenna/

DATE SIGNED: 05/06/2019

Total Attachments: 6

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM488553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recorded Books, Inc.		08/31/2018	Corporation: DELAWARE
RB Audiobooks USA LLC		08/31/2018	Limited Liability Company: DELAWARE
Christian Audio, LLC		08/31/2018	Limited Liability Company: DELAWARE
Highbridge Company, LLC		08/31/2018	Limited Liability Company: DELAWARE
Tantor Media, Incorporated		08/31/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4491590	ONECLICKDIGITAL
Registration Number:	4168007	D ONECLICKDIGITAL
Registration Number:	4572765	RBDIGITAL
Registration Number:	3783912	GRIOT AUDIO
Registration Number:	3802326	GRIOT AUDIO
Registration Number:	3710854	SIMPLY AUDIOBOOKS
Registration Number:	2495401	AUDIOBOOKS.COM
Registration Number:	5490057	CHRISTIANAUDIO
Registration Number:	3452159	CHRISTIANAUDIO LISTEN ENJOY THINK GROW
Registration Number:	2909065	
Registration Number:	2018667	HIGHBRIDGE CLASSICS
Registration Number:	1734492	HIGH BRIDGE
Registration Number:	4717539	TANTOR MEDIA

OP \$565.00 4491590

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 31, 2018, is made by Recorded Books, Inc., a Delaware corporation, RB Audiobooks USA LLC, a Delaware limited liability company, Christian Audio, LLC, a Delaware limited liability company, Highbridge Company, LLC, a Delaware limited liability company, and Tantor Media, Incorporated, a Connecticut corporation (each a “Grantor” and collectively the “Grantors”), in favor of Goldman Sachs Bank USA, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of August 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Gimli Holding Corporation, a Delaware corporation (“Holdings”), Gimli Parent Corporation, a Delaware corporation (“Buyer” and, at any time prior to the consummation of the Acquisition (as defined therein) and the First Internal Merger (as defined therein), the “Borrower”), Shamrock RB Holdings, Inc., a Delaware corporation (the “Company” and, upon and at any time after the consummation of the First Internal Merger but prior to the consummation of the Second Internal Merger (as defined therein), the “Borrower”), Recorded Books Holdings Inc., a Delaware corporation (“RBHI” and, upon and at any time after the consummation of the Second Internal Merger but prior to the consummation of the Third Internal Merger (as defined therein), the “Borrower”), Recorded Books Inc., a Delaware corporation (“RBI” and, upon and at any time after the consummation of the Third Internal Merger, the “Borrower”), the lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”), the Letter of Credit Issuers from time to time party thereto, and Goldman Sachs Bank USA, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Letter of Credit Issuers have severally agreed to make their respective extensions of credit under the Credit Agreement to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of August 31, 2018 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Recorded Books Inc.,
as the Grantor

By: 
Name: Thomas MacIsaac
Title: Chief Executive Officer

RB Audiobooks USA LLC,
as the Grantor

By: Recorded Books Inc., its managing Member

By: 
Name: Thomas MacIsaac
Title: Chief Executive Officer

Christian Audio, LLC,
as the Grantor

By: Recorded Books Inc., its managing Member

By: 
Name: Thomas MacIsaac
Title: Chief Executive Officer

HighBridge Company, LLC,
as the Grantor

By: Recorded Books Inc., its managing Member

By: 
Name: Thomas MacIsaac
Title: Chief Executive Officer

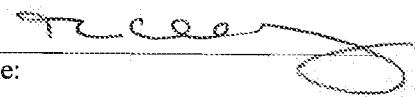
Tantor Media, Incorporated,
as the Grantor

By: 
Name: Thomas MacIsaac
Title: President

[Signature Page to Trademark Security Agreement]

GOLDMAN SACHS BANK USA, as the Agent

[Faint, illegible text]

By: 
Name: _____
Title:

Thomas M. Manning
Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Recorded Books, Inc.	87/976656		RB MEDIA
Recorded Books, Inc.	87/976655		RB DIGITAL
Recorded Books, Inc.	87/239408		RB MEDIA
Recorded Books, Inc.	87/239403		RB DIGITAL
Recorded Books, Inc.	85/475449	4491590	ONECLICKDIGITAL (and design)
Recorded Books, Inc.	85/475437	4168007	D ONECLICKDIGITAL (and design)
Recorded Books, Inc.	85/473056	4572765	RBDIGITAL (and design)
Recorded Books, Inc.	77/820520	3783912	GRIOT AUDIO
Recorded Books, Inc.	77/820516	3802326	GRIOT AUDIO (and design)
RB Audiobooks USA LLC	77/233360	3710854	SIMPLY AUDIOBOOKS
RB Audiobooks USA LLC	75/718323	2495401	AUDIOBOOKS.COM (and design)
Christian Audio, LLC	87/531614	5490057	CHRISTIANAUDIO (and design)
Christian Audio, LLC	77/155533	3452159	CHRISTIANAUDIO LISTEN ENJOY THINK GROW (and design)
Highbridge Company, LLC	76/427111	2909065	(design only)
Highbridge Company, LLC	74/602245	2018667	HIGHBRIDGE CLASSICS
Highbridge Company, LLC	74/182983	1734492	HIGH BRIDGE (and design)
Tantor Media, Incorporated	86/141481	4717539	TANTOR MEDIA
Tantor Media, Incorporated	86/141477	4717538	TANTOR MEDIA
Tantor Media, Incorporated	86/141472	4717537	TANTOR MEDIA
Tantor Media, Incorporated	86/141469	4717536	TANTOR MEDIA
Tantor Media, Incorporated	85/314497	4090217	TANTOR AUDIO
Tantor Media, Incorporated	85/314486	4079704	TANTOR AUDIO