

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reading Plus LLC		08/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2832093	READING PLUS	
Registration Number:	4445225	SEEREADER	
Registration Number:	3381688	VISAGRAPH	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<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>			
Phone:	3122698000		
Email:	martus@nge.com		
Correspondent Name:	Ian J. Block		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street, Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	025942.0030		
NAME OF SUBMITTER:	Ian J. Block		
SIGNATURE:	/Ian J. Block/		
DATE SIGNED:	08/14/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 2, 2019, is made by READING PLUS LLC, a Delaware limited liability company (the "Grantor"), in favor of CIBC BANK USA ("Lender").

RECITALS

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender, pursuant to which the Lender has agreed to make certain loans to Grantor and pursuant to which the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto (other than "intent-to-use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law), together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 and 2 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of the Grantor and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute

effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

[signature page follows]

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

GRANTOR:

READING PLUS LLC

By: 
Name: Ted Ochs
Title: Chief Financial Officer

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By: _____
Name: William Robinson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006719 FRAME: 0830

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

GRANTOR:

READING PLUS LLC

By: _____

Name:

Title:

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By: William Robinson

Name: William Robinson

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006719 FRAME: 0831

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Reg. No.	Serial No.	Country	Status	Registration Date	Mark
1484556		Mexico	Active	10/02/14	READING PLUS
UK00003055121		United Kingdom	Active	01/16/15	READING PLUS
2,832,093	78247418	USA	Active	04/13/04	READING PLUS
1551891		Australia	Active	04/16/13	SEEREADER
975675		New Zealand	Active	01/07/14	SEEREADER
4,445,225	85980403	USA	Active	12/03/13	SEEREADER
3,381,688	78273015	USA	Active	02/12/08	VISAGRAPH

Trademark Applications

N/A