

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADAM MATTHEW DIGITAL LIMITED		11/01/2019	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	300 S. Grand Ave., 5th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4566647	ADAM MATTHEW	
Registration Number:	4566648	AM ADAM MATTHEW	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Joseph Landweber		
SIGNATURE:	/JOSEPH LANDWEBER/		
DATE SIGNED:	01/24/2020		
Total Attachments: 9			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ADAM MATTHEW DIGITAL LIMITED

- Individual(s)
- Partnership
- Corporation- State: _____
- Other private limited company
- Association
- Limited Partnership

Citizenship (see guidelines) England and Wales

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 1, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF THE WEST

Street Address: 300 S. Grand Ave., 5th Floor

City: Los Angeles

State: California

Country: United States of America Zip: 90071

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Chartered Bank Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

N/A

B. Trademark Registration No.(s)

1. 4566647; 2. 4566648

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

1. ADAM MATTHEW; 2. AM ADAM MATTHEW

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 490-0853

Docket Number: _____

Email Address: jlandweber@mcguirewoods.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00


- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Joseph Landweber

Name of Person Signing

January 24, 2020

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this "*Agreement*"), dated as of November 1, 2019, is between ADAM MATTHEW DIGITAL LIMITED, a private limited company incorporated in England and Wales ("*Grantor*"), and BANK OF THE WEST, a California state chartered bank, as administrative agent for the benefit of Lending Parties (as hereinafter defined) (in such capacity, the "*Administrative Agent*").

RECITALS

A. SAGE PUBLICATIONS, INC., a Delaware corporation ("*Sage*"), certain of its subsidiaries as guarantors thereunder, Administrative Agent and the financial institutions party thereto as lenders, are parties to that certain Second Amended and Restated Credit Agreement, dated as of August 29, 2014 (as amended prior to the date hereof, the "*Existing Credit Agreement*").

B. The Existing Credit Agreement is being amended and restated pursuant to that certain Third Amended and Restated Credit Agreement, dated as of September 27, 2019 (as amended, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among Sage, the Significant Subsidiaries of Sage from time to time party thereto as Subsidiary Guarantors, the financial institutions from time to time parties thereto as Lenders (collectively, the "*Lenders*"), and Bank of the West, as Administrative Agent, L/C Issuer (in such capacity, the "*LIC Issuer*") and swing line lender (in such capacity, the "*Swing Line Lender*") pursuant to which Lenders, L/C Issuer and Swing Line Lender have agreed, subject to certain term financial accommodations to Sage (Administrative Agent, Lenders, L/C Issuer and Swing Line Lender are sometimes hereinafter referred to collectively as "*Lending Parties*" and individually as a "*Lending Party*").

C. As a condition under the Credit Agreement, Lending Parties have required, among other things, that Grantor grant to Administrative Agent for the benefit of Lending Parties a lien on and security interest in, among other assets, the personal property of Grantor described herein subject to the terms and conditions hereof.

D. Grantor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Sage pursuant to the Credit Agreement, Grantor agrees, for the benefit of Administrative Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Credit Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Administrative Agent, and grant a security interest and lien to Administrative Agent in and to (and hereby reaffirms any prior mortgage, pledge and hypothecation to Administrative Agent of, and any prior grant of a security interest

and lien to Administrative Agent in and to), all of the following, whether now owned or hereafter acquired or existing (collectively, the "Trademark Collateral"):

(a) all trademarks and trademark applications, including, without limitation, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs, general intangibles of a like nature and those trademarks listed on Schedule A attached hereto and the goodwill associated therewith, and (i) all income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, and (ii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) all rights under or interest in any trademark license agreements with any other party, other than the CQ License Agreement, whether Grantor is a licensee or licensor under any such license agreement (to the extent permitted thereunder), including, without limitation, those license agreements listed on Schedule A attached hereto (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses"); and

(c) all income, royalties and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. New Trademarks. If, before the Obligations (other than unasserted contingent indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Administrative Agent prompt notice in writing of any such Trademarks or Trademark Licenses for which Grantor has sought or plans to seek federal registration or for which Grantor obtained federal registration. Grantor authorizes Administrative Agent to modify this Agreement by amending Schedule A to include any future Trademarks and any future Trademark Licenses.

Section 4. Attorney-In-Fact. Grantor hereby irrevocably designates, constitutes and appoints Administrative Agent (and all Persons designated by Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Administrative Agent and any of Administrative Agent's designees, in Grantor's or Administrative Agent's name, to take any action and execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Administrative Agent of notice to Grantor of Administrative Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademark Collateral to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the

Trademarks or the Trademark Licenses as Administrative Agent reasonably deems in the best interests of Lending Parties. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations (other than unasserted contingent indemnity obligations) shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Grantor agrees that upon occurrence of an Event of Default, the use by Administrative Agent of all or any Trademark Collateral in the exercise of remedies provided for in this Agreement, the Credit Agreement or the Uniform Commercial Code shall be without any liability for royalties or other related charges from Administrative Agent to Grantor but shall remain subject to liability for third party royalties and other related charges, if any, provided for in Trademark Licenses applicable to such use, which shall be for the sole account of Grantor.

Section 5. Duties of Grantor. Grantor shall have the duty diligently (as may be commercially reasonable), through counsel reasonably acceptable to Administrative Agent, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file federal application on registerable but unregistered material Trademarks, and to do any and all acts worldwide that are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Grantor shall not abandon any Trademark Collateral without the consent of Administrative Agent, which consent shall not be unreasonably withheld.

Section 6. Administrative Agent's Right to Sue. Grantor shall have the right, with the prior written consent of Administrative Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Administrative Agent may, if necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Credit Agreement, as between Grantor and Administrative Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral. Grantor shall promptly, upon demand and to the extent provided for in Section 11.04 of the Credit Agreement, reimburse and indemnify Administrative Agent for all damages, and reasonable costs and expenses, including reasonable attorneys' fees, incurred by Administrative Agent in the fulfillment of the provisions of this Section 6.

Section 7. Administrative Agent's Right to Act. Subject to the terms of the Credit Agreement, if Grantor fails to comply with any of its obligations hereunder, Administrative Agent may (but shall not be obligated) do so in Grantor's name or in Administrative Agent's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, attorney's fees, reasonably incurred by Administrative Agent in protecting, defending, and maintaining the Trademark Collateral.

Section 8. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world.

The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Lending Party thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

Section 9. Release of Security Interest. Upon payment in full in cash of all Obligations (other than unasserted indemnity obligations), Administrative Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

Section 10. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 11. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 12. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by the parties hereto.

Section 13. Governing Law; Jurisdiction; Etc.

(a) **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.**

(b) **SUBMISSION TO JURISDICTION. EACH OF GRANTOR AND ADMINISTRATIVE AGENT IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY OF LOS ANGELES AND THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY OF THE FOREGOING, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT**

OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *WAIVER OF VENUE.* GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 13. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

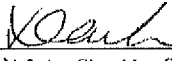
(d) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 14. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

[SIGNATURE PAGES FOLLOW.]

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 written above.

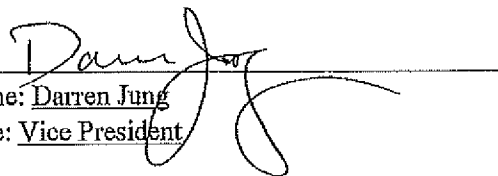
ADAM MATTHEW DIGITAL LTD.,
a private limited company incorporated in England
and Wales,
as Grantor

By: 
Name: KASHAUNT MARY JACKSON
Title: CEO/COO

Address:
c/o Sage Publications, Inc.
2455 Teller Road
Thousand Oaks, California 91320

ACCEPTED AND AGREED:

BANK OF THE WEST,
as Administrative Agent

By: 
Name: Darren Jung
Title: Vice President

Address:
Bank of the West
300 S. Grand Ave., 5th Floor
Los Angeles, California 90071

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT
TRADEMARKS**

Trademarks:

	Country	Trademark Name	Owner	Status	Reg. No.	Reg. or Applied Date
1	United States	ADAM MATTHEW	Adam Matthew Digital Limited	Registered	4566647	15-7-14
2	United States	AM ADAM MATTHEW	Adam Matthew Digital Limited	Registered	4566648	15-7-14

Trademark Licenses:

None.

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