

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570292

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KeyBank National Association, as collateral agent		03/31/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OverDrive, Inc.		
<b>Street Address:</b>	One OverDrive Way		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44125		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1804182	OVERDRIVE	
<b>Registration Number:</b>	1859480	MIDAS TECHNOLOGY	
<b>Registration Number:</b>	4163234	DIGITAL LIBRARY RESERVE	
<b>Registration Number:</b>	4163223	OVERDRIVE	
<b>Registration Number:</b>	4148714	CONTENT RESERVE	
<b>Registration Number:</b>	4145114	MIDAS	
<b>Registration Number:</b>	4145111	PRIVATE RESERVE	
<b>Registration Number:</b>	3851792	DIGITAL BOOKMOBILE	
<b>Registration Number:</b>	3296347	SCHOOL DOWNLOAD LIBRARY	
<b>Registration Number:</b>	2526351	CONTENT RESERVE	
<b>Registration Number:</b>	2395696	READERWORKS	
<b>Registration Number:</b>	2395691	BOOKWORKS	
<b>Serial Number:</b>	85262719	LIBTUNES	
<b>Serial Number:</b>	77228134	ADEPT- ADOBE DIGITAL EDITIONS PROTECTION	
<b>Serial Number:</b>	85784001	SCHOOL DOWNLOAD LIBRARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126538701		

CH \$390.00 1804182

**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:** 212-653-8700  
**Email:** docketing@sheppardmullin.com  
**Correspondent Name:** Alana Berrocal  
**Address Line 1:** 30 Rockefeller Plaza  
**Address Line 4:** New York, NEW YORK 10112

<b>ATTORNEY DOCKET NUMBER:</b>	58FG-302173
<b>NAME OF SUBMITTER:</b>	Alana Berrocal
<b>SIGNATURE:</b>	/alana berrocal/
<b>DATE SIGNED:</b>	04/02/2020

**Total Attachments: 6**

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## **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

**THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “Release”) is made as of the day of March 31, 2020 by **KeyBank National Association**, as **collateral agent** (in such capacity, the “Agent”) for the benefit of **OverDrive, Inc.**, a Delaware corporation (“OverDrive”), including as successor to the assets of **Teachers Notebook, LLC**, a dissolved New Jersey limited liability company (“Teachers”).

**WHEREAS**, pursuant to (a) that certain Intellectual Property Security Agreement, dated as of December 14, 2012, between OverDrive and the Agent (as heretofore amended and supplemented, the “OverDrive IP Security Agreement”), (b) that certain Intellectual Property Security Agreement, dated as of March 28, 2014, between Teachers and the Agent (as heretofore amended and supplemented, the “Teachers IP Security Agreement”), and (c) that certain Confirmation and Supplement of Intellectual Property Security Agreements, dated as of May 14, 2014, between OverDrive, Teachers and the Agent (the “Supplemental IP Security Agreement” and, together with the OverDrive IP Security Agreement and the Teachers IP Security Agreement, the “IP Security Agreements”) OverDrive and Teachers pledged, assigned and granted to the Agent a continuing security interest in all of their right, title and interest in and to certain collateral including, without limitation, (i) the trademark registrations and applications set forth on Exhibit A of the OverDrive IP Security Agreement (and listed on Exhibit I attached hereto), along with the goodwill associated therewith, (ii) the trademark registrations and applications set forth on Exhibit A of the Teachers IP Security Agreement (and listed on Exhibit II attached hereto), along with the goodwill associated therewith, and (iii) the patent and trademark registrations and applications set forth on Exhibit A of the Supplemental IP Security Agreement (and listed on Exhibit III attached hereto), along with the goodwill associated therewith (collectively, the “Proprietary Collateral”); and

**WHEREAS**, the IP Security Agreements (or amendments and supplements thereto) were recorded with the Assignment Division of the U.S. Patent & Trademark Office:

- (i) on February 21, 2013 at Reel 4968 and Frame 0159,
- (ii) on April 1, 2014 at Reel 5249 and Frame 0159, and
- (iii) on May 15, 2014 at Reel 5280 and Frame 0495.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates each IP Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Proprietary Collateral, including, without limitation, the Proprietary Collateral listed on Exhibits I, II and III attached hereto.

If and to the extent that the Agent has acquired any right, title or interest to any of the Proprietary Collateral, whether from Teacher or OverDrive, it hereby assigns and transfers such rights, title or interest to OverDrive.

The Agent shall take all further actions, and provide to OverDrive and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by OverDrive to more fully and effectively effectuate the purposes of this Release, so

long as OverDrive reimburses the Agent for its costs and expenses in connection with any and all of the foregoing.

The Agent hereby acknowledges that this Release shall be filed with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

**KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent**

By: 

Name: Thomas A. Crandell  
Title: Senior Vice President

**EXHIBIT I**

**Trademark Registrations**

<b>Grantor</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Mark</b>
OverDrive, Inc.	1804182	11/16/93	OVERDRIVE
OverDrive, Inc.	1859480	10/25/94	MIDAS TECHNOLOGY
OverDrive, Inc.	4163234	6/26/12	DIGITAL LIBRARY RESERVE
OverDrive, Inc.	4163223	6/26/12	OVERDRIVE
OverDrive, Inc.	4148714	5/29/12	CONTENT RESERVE
OverDrive, Inc.	4145114	5/22/12	MIDAS
OverDrive, Inc.	4145111	5/22/12	PRIVATE RESERVE
OverDrive, Inc.	3851792	9/21/10	DIGITAL BOOKMOBILE
OverDrive, Inc.	3296347	9/25/07	SCHOOL DOWNLOAD LIBRARY
OverDrive, Inc.	2526351	1/1/02	CONTENT RESERVE
OverDrive, Inc.	2395696	10/17/00	READERWORKS (cancelled)
OverDrive, Inc.	2395691	10/17/00	BOOKWORKS (cancelled)
OverDrive, Inc.	9944703	11/14/12	OVERDRIVE (in Chinese characters)
OverDrive, Inc.	9944705	11/14/12	OVERDRIVE

**Trademark Applications**

<b>Grantor</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Mark</b>
OverDrive, Inc.	85262719	3/9/11	LIBTUNES (cancelled)
OverDrive, Inc.	77228134	7/12/07	ADEPT- ADOBE DIGITAL EDITIONS PROTECTION TECHNOLOGY (cancelled)
OverDrive, Inc.	85784001	11/20/12	SCHOOL DOWNLOAD LIBRARY (cancelled)

**EXHIBIT II**

**Trademark Registrations**

<b>Grantor</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Mark</b>
Teachers Notebook, LLC	3292304	9/11/07	IDEAS WORTH SHARING

**EXHIBIT III**

**Patent Applications**

<b>Grantor</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>
OverDrive, Inc.	61/861,509	8/2/13	Provisional Patent Application for POINT OF SALE SYSTEM AND METHOD FOR SAMPLING AND PURCHASING DIGITAL CONTENT

**Trademark Registrations**

<b>Grantor</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Mark</b>
OverDrive, Inc.	1804182	11/16/93	OVERDRIVE
OverDrive, Inc.	1859480	10/25/94	MIDAS TECHNOLOGY
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OverDrive, Inc.	3296347	9/25/07	SCHOOL DOWNLOAD LIBRARY
OverDrive, Inc.	2526351	1/1/02	CONTENT RESERVE
Teachers Notebook, LLC	3292304	9/11/07	IDEAS WORTH SHARING
OverDrive, Inc.	4405982	9/24/13	OVERDRIVE READ

**Trademark Applications**

<b>Grantor</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Mark</b>
OverDrive, Inc.	85262719	3/9/11	LIBTUNES

SMRH:4852-3431-1862.6

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**RECORDED: 04/02/2020**

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