

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570297

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as collateral agent		03/31/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	OverDrive, Inc.
Street Address:	One OverDrive Way
City:	Cleveland
State/Country:	OHIO
Postal Code:	44125
Entity Type:	Corporation: DELAWARE
Name:	Teachers Notebook, LLC
Street Address:	One OverDrive Way
City:	Cleveland
State/Country:	OHIO
Postal Code:	44125
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1859480	MIDAS TECHNOLOGY
Registration Number:	1804182	OVERDRIVE
Registration Number:	2526351	CONTENT RESERVE
Registration Number:	3296347	SCHOOL DOWNLOAD LIBRARY
Registration Number:	3851792	DIGITAL BOOKMOBILE
Registration Number:	3292304	IDEAS WORTH SHARING
Registration Number:	4163223	OVERDRIVE
Registration Number:	4145111	PRIVATE RESERVE
Registration Number:	4148714	CONTENT RESERVE
Serial Number:	85262719	LIBTUNES
Registration Number:	4145114	MIDAS
Registration Number:	4163234	DIGITAL LIBRARY RESERVE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4405982	OVERDRIVE READ
CORRESPONDENCE DATA		
Fax Number:	2126538701	
<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:	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	
ATTORNEY DOCKET NUMBER:	58FG-302173	
NAME OF SUBMITTER:	Alana Berrocal	
SIGNATURE:	/alana berrocal/	
DATE SIGNED:	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

Grantor	Registration No.	Issue Date	Mark
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

Grantor	Application No.	Filing Date	Mark
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

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

EXHIBIT III

Patent Applications

Grantor	Application No.	Filing Date	Title
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

Grantor	Registration No.	Issue Date	Mark
OverDrive, Inc.	1804182	11/16/93	OVERDRIVE
OverDrive, Inc.	1859480	10/25/94	MIDAS TECHNOLOGY
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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
Teachers Notebook, LLC	3292304	9/11/07	IDEAS WORTH SHARING
OverDrive, Inc.	4405982	9/24/13	OVERDRIVE READ

Trademark Applications

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

SMRH:4852-3431-1862.6

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RECORDED: 04/02/2020

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