

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		04/07/2020	Bank:
RECEIVING PARTY DATA			
Name:	OVERDRIVE, INC.		
Street Address:	One Overdrive Way		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44125		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4148714	CONTENT RESERVE	
Registration Number:	3851792	DIGITAL BOOKMOBILE	
Registration Number:	4163234	DIGITAL LIBRARY RESERVE	
Registration Number:	4163223	OVERDRIVE	
Serial Number:	85262719	LIBTUNES	
Registration Number:	4145114	MIDAS	
Registration Number:	4145111	PRIVATE RESERVE	
Registration Number:	3296347	SCHOOL DOWNLOAD LIBRARY	
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		

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SIGNATURE:	/Alana Berrocal/
DATE SIGNED:	04/10/2020
Total Attachments: 3 source=Blue Sky - SVB Trademark Release#page1.tif source=Blue Sky - SVB Trademark Release#page2.tif source=Blue Sky - SVB Trademark Release#page3.tif	

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST, dated as of April 7, 2020 (this “Release”), is made by SILICON VALLEY BANK, acting in its capacity as the Secured Party (in such capacity, “Secured Party”) under that certain Intellectual Property Security Agreement, dated as of June 14, 2011 (as amended, supplemented or modified from time to time, the “Security Agreement”) between OVERDRIVE, INC., a Delaware corporation (“Grantor”), and Secured Party.

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, dated as of June 1, 2011 by and among Secured Party and, among others, Grantor (as amended, supplemented or modified from time to time, the “Loan Agreement”) and to the Security Agreement, Grantor granted to Secured Party a security interest in and lien upon all of Grantor’s right, title and interest in, to and under all of the Collateral (as defined in the Loan Agreement), including the Intellectual Property Collateral (as defined in the Security Agreement), including, without limitation, those specific trademark registrations and applications listed on Exhibit A attached hereto (the “Trademark Collateral”), and the goodwill associated therewith; and

WHEREAS, the Security Agreement was recorded on June 22, 2011, at Reel/Frame 4567/0523 in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party, without recourse, representation or warranty of any kind, hereby terminates the Security Agreement and hereby releases, terminates, cancels and discharges any and all security interests it has in, to and under the Intellectual Property Collateral, including, without limitation, the Trademark Collateral and the goodwill associated therewith, and any right, title or interest of Secured Party in the Intellectual Property Collateral shall hereby cease and become void.

If and to the extent that Secured Party has acquired any right, title or interest in or to any of the Intellectual Property Collateral (including the Trademark Collateral and/or the goodwill associated therewith), Secured Party, without representation or warranty of any kind, hereby re-assigns, re-conveys and re-transfers such rights, title or interest to Grantor.

Secured Party shall take all further actions, and provide to Grantor 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 Grantor to more fully and effectively effectuate the purposes of this Release.

Secured Party hereby acknowledges, authorizes and requests that this Release shall be filed and recorded with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has executed this Release as of the date first written above.

SILICON VALLEY BANK,
as Secured Party

By: *Alec Douglas*
Name: Alec Douglas
Title: Vice President

EXHIBIT A

TRADEMARK REGISTRATIONS and APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE	REGIST. NO.	REGIST. DATE
CONTENT RESERVE	85262621	03/09/2011	4148714	05/29/2012
DIGITAL BOOKMOBILE	77408539	02/28/2008	3851792	09/21/2010
DIGITAL LIBRARY RESERVE	85266537	03/14/2011	4163234	06/26/2012
OVERDRIVE	85262613	03/09/2011	4163223	06/26/2012
LIBTUNES	85262719	03/09/2011	N/A	N/A
MIDAS	85262795	03/09/2011	4145114	05/22/2012
PRIVATE RESERVE	85262618	03/09/2011	4145111	05/22/2012
SCHOOL DOWNLOAD LIBRARY & design	77030081	10/26/2006	3296347	09/25/2007