### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM576650

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** TRADEMARK SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DOVER PUBLICATIONS, INC.		05/14/2020	Corporation: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	135 S. LaSalle Street
Internal Address:	Agency Management, Mail Code: IL4-135-09-61
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5414734	IXIA
Registration Number:	5576470	IXIA

#### CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Suite 4700, ATTN: IP DEPARTMENT Address Line 2: Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	031752.000277
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	05/15/2020

**Total Attachments: 4** 

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**TRADEMARK** REEL: 006939 FRAME: 0832

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#### TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of May 14, 2020, by DOVER PUBLICATIONS, INC., a New York corporation ("**Grantor**"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent and collateral agent pursuant to the Security Agreement (defined below) (in such capacities, together with its successors, the "**Administrative Agent**").

#### WITNESSETH:

WHEREAS, the Grantor is a party to a Postpetition Security Agreement dated as of April 15, 2020 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, and a right to set-off against, all of such Grantor's right, title and interest in, to and under all the Trademark Collateral. "Trademark Collateral" shall mean the following Collateral of such Grantor:
  - (a) Trademarks of such Grantor, including those listed on <u>Schedule I</u> attached hereto, other than any intent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would violate the Lanham Act or impair the validity or enforceability of, or render void or voidable or result in the cancellation of, the applicable Grantor's right, title or interest therein or any trademark or service mark that issues as a result of such intent-to-use trademark or service mark application under applicable federal law.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

TRADEMARK REEL: 006939 FRAME: 0834

# **DOVER PUBLICATIONS, INC.,** a New York corporation, as Grantor

Name: Andrew B. Coxhead Title: Chief Finançial Officer

BANK OF AMERICA, N.A., as Administrative Agent

By:	 	
Name:		
Title:		

# DOVER PUBLICATIONS, INC.,

a New York corporation, as Grantor

By:
Name:
Title:
BANK OF AMERICA, N.A., as Administrative Agent
By:
Name: Angela Larkin
Title: Vice President

## Schedule I Trademark Registrations and Use Applications

# **Trademark Registrations**

Mark	Reg. No.	Reg. Date
IXIA	5414734	02/27/2018
IXIA	5576470	10/02/2018

Sch. I-1

**RECORDED: 05/15/2020**