

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OVERDRIVE INC., A PUBLIC BENEFIT CORPORATION (FORMERLY KNOWN AS OVERDRIVE, INC.)		06/09/2020	Corporation: DELAWARE
RECORDED BOOKS INC.		06/09/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4163234	DIGITAL LIBRARY RESERVE
Registration Number:	4163223	OVERDRIVE
Registration Number:	4148714	CONTENT RESERVE
Registration Number:	3851792	DIGITAL BOOKMOBILE
Registration Number:	4405982	OVERDRIVE READ
Registration Number:	5250406	LIBBY
Registration Number:	5275373	PROFESSIONAL BOOK NERDS
Registration Number:	5369866	
Registration Number:	5811339	OVERDRIVE EDUCATION
Serial Number:	88187811	OVERDRIVE EDUCATION
Serial Number:	88472709	KALORAMA AUDIO
Serial Number:	88472723	RBAUDIOLIBROS

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1230282 TM

NAME OF SUBMITTER: MACKENZIE KORF

SIGNATURE: /MACKENZIE KORF/

DATE SIGNED: 06/09/2020

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 9, 2020, is made by Recorded Books Inc., a Delaware corporation, and Overdrive, Inc., a public benefit corporation, a Delaware corporation (each a “Grantor”, and collectively, the “Grantors”), in favor of Goldman Sachs Bank USA, as Collateral Agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of August 31, 2018 (as amended by that certain Amendment No. 1, dated as of February 14, 2020, that certain Amendment No. 2, dated as of June 9, 2020, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Gimli Holding Corporation, a Delaware corporation (“Holdings”), Recorded Books Inc., a Delaware corporation (the “RBI Borrower”), Aragorn Parent Corporation, a Delaware corporation (the “Aragorn Borrower”; together with the RBI Borrower, collectively or individually as the context may require, the “Borrower”), the lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”), the Letter of Credit Issuers from time to time party thereto, and Goldman Sachs Bank USA, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Letter of Credit Issuers have severally agreed to make their respective extensions of credit under the Credit Agreement to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of August 31, 2018 in favor of the Agent (as supplemented by that certain Supplement No. 1 to the Security Agreement, dated as of June 9, 2020, together with all further amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and

complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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 above written.

Recorded Books Inc.,
as a Grantor

By: 
Name: Thomas MacIsaac
Title: Chief Executive Officer

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 above written.

Overdrive, Inc., a public benefit corporation,
as the Grantor

By: 

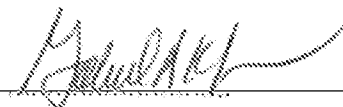
Name: Steve Potash

Title: President and Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006956 FRAME: 0833

GOLDMAN SACHS BANK USA, as the Agent

By: 
Name: _____
Title: Gabriel Jacobson
Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

[[5340636]]

TRADEMARK
REEL: 006956 FRAME: 0834

SCHEDULE A

Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	85266537	4163234	DIGITAL LIBRARY RESERVE
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	85262613	4163223	OVERDRIVE
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	85262621	4148714	CONTENT RESERVE
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	77408539	3851792	DIGITAL BOOKMOBILE
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	85796058	4405982	OVERDRIVE READ
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	87278536	5250406	LIBBY
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	87293810	5275373	PROFESSIONAL BOOK NERDS
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	87479034	5369866	LIBBY
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	88187819	5811339	OVERDRIVE EDUCATION
Overdrive Inc., a public benefit corporation (formerly known as OverDrive, Inc.)	88187811	N/A	OVERDRIVE EDUCATION
Recorded Books Inc.	88472709	N/A	KALORAMA AUDIO
Recorded Books Inc.	88472723	N/A	RBAUDIOLIBROS