

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Library Associates, LLC		08/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Dr., 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5975281	LAC GROUP	
Registration Number:	5922756		
Registration Number:	5922755	L · A · C GROUP	
Registration Number:	5063439	PRO-TEK VAULTS AN LAC GROUP COMPANY	
Registration Number:	5063437	LIBSOURCE LAC GROUP COMPANY	
Registration Number:	5063434	LIBGIG AN LAC GROUP COMPANY	
Registration Number:	5063430	CHASE COST MANAGEMENT AN LAC GROUP COMPA	
Registration Number:	5063420	LAC FEDERAL AN LAC GROUP COMPANY	
Registration Number:	4946820	PRO-TEK AN LAC GROUP COMPANY	
Registration Number:	4615471	LIBRARY AS A SERVICE	
Serial Number:	88699937	VIRTUAL RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		

OP \$290.00 5975281

Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7428.061

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 08/13/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 13, 2020, is made by Library Associates, LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of August 13, 2020, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by 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 Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral 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 Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective deliver of such signature page.

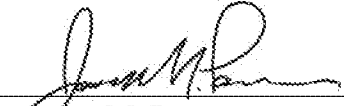
6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

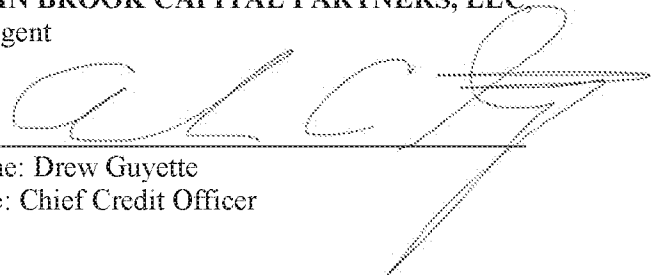
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LIBRARY ASSOCIATES, LLC,
a Delaware limited liability company

By: LIBRARY ASSOCIATES HOLDINGS,
LLC
Its: Member

By: 
Name: Jason M. Paru
Title: Chief Financial Officer

TWIN BROOK CAPITAL PARTNERS, LLC
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	REGIS. NUMBER	REGIS. DATE	GRANTOR
LAC GROUP	5975281	02/04/20	Library Associates, LLC
[Design Only]	5922756	11/26/19	Library Associates, LLC
L · A · C GROUP	5922755	11/26/19	Library Associates, LLC
PRO-TEK VAULTS AN LAC GROUP COMPANY	5063439	10/18/16	Library Associates, LLC
LIBSOURCE LAC GROUP COMPANY	5063437	10/18/16	Library Associates, LLC
LIBGIG AN LAC GROUP COMPANY	5063434	10/18/16	Library Associates, LLC
CHASE COST MANAGEMENT AN LAC GROUP COMPANY	5063430	10/18/16	Library Associates, LLC
LAC FEDERAL AN LAC GROUP COMPANY	5063420	10/18/16	Library Associates, LLC
PRO-TEK AN LAC GROUP COMPANY	4946820	04/26/16	Library Associates, LLC
LIBRARY AS A SERVICE	4615471	09/30/14	Library Associates, LLC

2. TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	FILE DATE	GRANTOR
VIRTUAL RESEARCH	88699937	11/20/19	Library Associates, LLC