

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, as Administrative Agent		01/07/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	RB AUDIOBOOKS USA LLC		
Street Address:	270 Skipjack Road		
City:	Prince Frederick		
State/Country:	MARYLAND		
Postal Code:	20678		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3710854	SIMPLY AUDIOBOOKS	
Registration Number:	2495401	AUDIOBOOKS.COM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1570570 TM		
NAME OF SUBMITTER:	Adam Siegel		
SIGNATURE:	/Adam Siegel/		
DATE SIGNED:	01/10/2022		
Total Attachments: 4			
source=RBMedia - Trademark Release Cover Sheet#page2.tif			
source=RBMedia - Trademark Release Cover Sheet#page3.tif			

OP \$65.00 3710854

source=RBMedia - Trademark Release Cover Sheet#page4.tif

source=RBMedia - Trademark Release Cover Sheet#page5.tif

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of January 7, 2022 (this “Partial Release”), by GOLDMAN SACHS BANK USA, as the Agent (as defined below), in favor of RB AUDIOBOOKS USA LLC, a Delaware limited liability company (the “Released Party”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement or the Trademark Security Agreement (in each case, as defined below), as applicable.

A. Reference is made to (i) that certain Credit Agreement, dated as of August 31, 2018 (as amended by Amendment No. 1, dated as of February 14, 2020, Amendment No. 2, dated as of June 9, 2020, the Joinder Agreement, dated as of October 8, 2020, Amendment No. 3, dated February 3, 2021 and the Joinder Agreement, dated as of July 14, 2021, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Legolas Holding Corporation, a Delaware corporation (“Legolas Holdings”), Gimli Holding Corporation, a Delaware corporation (“Gimli Holdings”), Aragorn Holding Corporation, a Delaware corporation (“Aragorn Holdings” and together with Legolas Holdings and Gimli Holdings, collectively, “Holdings”), Recorded Books Inc., a Delaware corporation (the “RBI Borrower”), Aragorn Parent Corporation, a Delaware corporation (the “Aragorn Borrower”; together with the RBI Borrower, the “Borrowers”), the other Guarantors party thereto, the lenders from time to time party thereto, the Letter of Credit Issuers from time to time party thereto and Goldman Sachs Bank USA, as administrative agent and collateral agent (in such capacities, the “Agent”), (ii) the Security Agreement, dated as of August 31, 2018 (as supplemented by Supplement No. 1, dated as of June 9, 2020, Supplement No. 2, dated as of September 10, 2021, and as further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among each Grantor (as defined therein) party thereto, including the Released Party, and the Agent and (iii) the Grant of Security Interest in Trademark Rights, dated as of August 31, 2018 (the “Trademark Security Agreement”), among each Grantor (as defined therein), including the Released Party, and the Agent.

B. Pursuant to the Security Agreement and/or the Trademark Security Agreement, as applicable, the Released Party granted to the Agent, its successors and permitted assigns, 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, a lien on and security interest in all of the Grantors’ right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A thereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the “Trademark Collateral”).

C. The Trademark Collateral included, among other things, the Trademarks set forth on Schedule I hereto, including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the “Released Trademark Collateral”).

C. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 6, 2019 at Reel/Frame No. 6649/0918.

D. The Borrowers have requested that the Agent execute and deliver this Partial Release to evidence the release of the Agent's lien on and security interest in the Released Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

Section 1. Pursuant to Section 13.1 of the Credit Agreement and Section 6.5(c) of the Security Agreement, the Agent does hereby evidence and confirm the release, discharge, termination and cancellation of any and all of its lien on and security interest in the Released Trademark Collateral, and any right, title or interest of the Agent in such Released Trademark Collateral shall hereby cease and become void. The Agent hereby re-transfers, re-conveys and re-assigns to the Released Party any and all right, title and interest that the Agent may have in, to or under the Released Trademark Collateral, provided, however, that this release is being made without recourse to or warranty by the Agent.

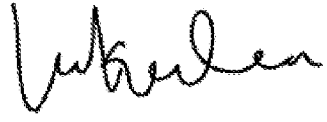
Section 2. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral arising under the Security Agreement or the Trademark Security Agreement. Except as expressly set forth herein, the Agent's security interests, liens, rights, titles and interests in the Collateral arising under the Security Agreement or the Trademark Security Agreement (other than the Released Trademark Collateral) shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly set forth herein, the Security Agreement and the Trademark Security Agreement shall remain in full force and effect in accordance with their respective terms.

Section 3. THIS PARTIAL RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be duly executed as of the day and year first above written.

GOLDMAN SACHS BANK USA, as Agent,

By: 

Name: Luke Qiu
Title: Authorized Signatory

[Signature Page to Partial Release of Trademark Security Interests]

TRADEMARK
REEL: 007554 FRAME: 0025

SCHEDULE I
to
PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS

Released Trademark Collateral

OWNER	APP #	REG #	TRADEMARK
RB Audiobooks USA LLC	77/233360	3710854	SIMPLY AUDIOBOOKS
RB Audiobooks USA LLC	75/718323	2495401	AUDIOBOOKS.COM (and design)