

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIMUS HOLDING COMPANY, LLC		03/14/2022	Limited Liability Company: DELAWARE
PUBLISHING HOLDCO, INC.		03/14/2022	Corporation: DELAWARE
MILEMAKER HOLDCO, INC.		03/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding IV Trust		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1380168	MILEMAKER	
Registration Number:	2243264	MM MILEMAKER	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	05/02/2022		
Total Attachments: 11			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of March 14, 2022, by and among **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (together with its successors and assigns, "Agent") and **OPTIMUS HOLDING COMPANY, LLC**, a Delaware limited liability company ("Holdings"), **PUBLISHING HOLDCO, INC.**, a Delaware corporation ("Publishing"), and **MILEMAKER HOLDCO, INC.**, a Delaware corporation ("Milemaker") and together with Holdings, Publishing and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Grantors, Agent and the Lenders party thereto have entered into that certain Credit and Security Agreement, dated as of August 24, 2021 (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"), pursuant to which the Lenders party thereto made loans and other financial accommodations to the Borrowers (as defined in the Existing Credit Agreement), subject to the terms and conditions set forth therein.

B. In connection with the Existing Credit Agreement, the Grantors and Agent entered into that certain Intellectual Property Security Agreement, dated as of August 24, 2021 (the "Existing IP Security Agreement"), pursuant to which the Grantors granted a security interest in all of the Intellectual Property Collateral to Agent to secure the Obligations.

C. The Grantors, Agent and the Lenders party thereto have agreed to amend and restate the Existing Credit Agreement in its entirety, without constituting a novation, pursuant to that certain Amended and Restated Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors, Agent and the Lenders party thereto.

D. One of the conditions precedent to Agent and the Lenders entering into the Credit Agreement is that the Grantors execute and deliver this Agreement, which amends and restates the Existing IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or electronic mail, or three (3) Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as follows:

If Agent: MidCap Funding IV Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 300
Bethesda, MD 20814
Attn: Account Manager for Rand McNally transaction
Facsimile: 301-941-1450
Email: notices@midcapfinancial.com

With a copy to:

MidCap Funding IV Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 300
Bethesda, MD 20814
Attn: Legal
Facsimile: 301-941-1450
Email: legalnotices@midcapfinancial.com

If to a Grantor: c/o of the Borrower Representative
 in accordance with Section 12.3 of the Credit Agreement

or as may be designated by such party in a written notice to all of the other parties complying as to delivery with the terms of this paragraph.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

The Existing IP Security Agreement, including the schedules thereto, is superseded by this Agreement, including the schedules hereto, which has been executed in renewal, amendment, restatement and modification of, but not in novation or extinguishment of, the obligations under the Existing IP Security Agreement. Any and all outstanding obligations under the Existing IP Security Agreement including, but not limited to the grant of security interests, as of the date set forth in the preamble thereto, shall be carried over and deemed outstanding under this Agreement

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

OPTIMUS HOLDING COMPANY, LLC

By: Robb Warwick
Name: Robb Warwick
Title: Secretary and Treasurer

PUBLISHING HOLDCO, INC.

By: Robb Warwick
Name: Robb Warwick
Title: President

MILEMAKER HOLDCO, INC.

By: Robb Warwick
Name: Robb Warwick
Title: President

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

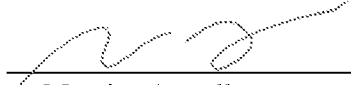
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT C

Trademarks

(see attached)

Registered Trademarks Owned by MileMaker Business Unit
 Date: 2/15/22





Trademark	Country	Status	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Class(es)	Goods	Business Unit
MILEMAKER	United States of America	Registered	734690954	23-Jul-1984	1360186	26-Jan-1986	I.C. 9, 16, 35	Computer programs, in I.C. 9 (First Use 1-23-84) Mileage guide, in I.C. 16 (First Use 4-3-84)	MileMaker
MM MILEMAKER & DESIGN	United States of America	Registered	75224556	13-Jan-1987	2243264	04-May-1989	I.C. 9, 16 & 35	Computer programs for determining mileage, routing, and other travel-related information, in I.C. 9	MileMaker



Registered and Unregistered Trademarks Owned By RM Publishing Business Unit
 Date: 2/15/22

Trademark	Country	Classes	Goods	Business Unit
ALWAYS GETS YOU THERE	United States of America	I.C. 9, 16	Downloadable computer software, namely, electronic applications for geographic, cartographic and travel related applications, namely, for maps, atlases, advertising display and navigational devices in I.C. 9 (First Use 12-1-08)	Publishing
BACKSEAT BOOKS	United States of America	I.C. 16	Publications, namely children's activity books and travel books, in I.C. 16	Publishing
BEST OF THE ROAD	Canada		Maps and atlases. Providing travel guide information on-line, namely, maps, travel itineraries, driving directions, trip routing, and destination-specific history, facts, points of interest and information in the field of consumer oriented travel.	Publishing
BEST OF THE ROAD	United States of America	I.C. 16, 39	Maps and atlases, in I.C. 16	Publishing
			Providing travel guide information on-line, namely, maps, travel itineraries, driving directions, trip routing, and destination-specific history, facts, points of interest and information in the field of consumer oriented travel, in I.C. 39	
BOREDOM BREAKERS	Canada		Digital media, namely, children's entertainment and educational CDs and DVDs	Publishing
			Children's activity books; arts and craft paint kits; arts and craft clay kits	
			Toys and games, namely, trivia game played with cards and game components; card games and equipment sold as a unit for playing card games; memory games and equipment sold as a unit for playing memory games; party games; puzzle games; role playing games; board games; dice games; and parlor games	
BOREDOM BREAKERS	United States of America	I.C. 9, 16, 28	Digital media, namely, children's entertainment and educational CDs and DVDs, in I.C. 9	Publishing
			Children's activity books in I.C. 16	
			Toys and games, namely, trivia game played with cards and game components; card games and equipment sold as a unit for playing card games; memory games and equipment sold as a unit for playing memory games; party games; puzzle games; role playing games; board games; and parlor games, in I.C. 28	
CHAMPION	United States of America	I.C. 16	Maps, in I.C. 16	Publishing
COMPASS & GLOBE DESIGN	Canada		(1) Maps and publications, namely books. (2) Traps. (3) Printed matter, namely books and maps.	Publishing



	COMPASS & GLOBE DESIGN European Union (Community)	I.C. 9, 16, 28, 35, 39, 42	Computer software and computer databases; scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment, for computers; fire extinguishing apparatus, in I.C. 9 Books, atlases, maps and children's; printed matter and publications; paper, cardboard and goods made from these materials, not included in other classes; bookbinding material; photographs; stationery, adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks, in I.C. 16 Toys; games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees, in I.C. 28 business management, business administration, office functions, in I.C. 35 On-line and wireless information services relating to travel and geography provided via personal computer, modern, cellular and satellite access over Internet, in I.C. 39 Cartographic services; geographic information; leasing access time to a database and computer services, in I.C. 42	Publishing
	COMPASS & GLOBE DESIGN United Kingdom	I.C. 9, 16, 28, 35, 39, 42	Computer software and computer databases; scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment, for computers; fire extinguishing apparatus, in I.C. 9 Books, atlases, maps and children's; printed matter and publications; paper, cardboard and goods made from these materials, not included in other classes; bookbinding material; photographs; stationery, adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks, in I.C. 16 Toys; games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees, in I.C. 28 Information services; advertising and sales promotions; business management; business administration; office functions, in I.C. 35 On-line and wireless information services relating to travel and geography provided via personal computer, modern, cellular and satellite access over Internet, in I.C. 39 Cartographic services; geographic information; leasing access time to a database and computer services, in I.C. 42	Publishing
	COMPASS & GLOBE DESIGN United States of America	I.C. 16	Printed matter- namely, books and maps, in I.C. 16 Cartographic services; geographic information; leasing access time to a database and computer services, in I.C. 42	Publishing
	DIST-O-MAP United States of America	I.C. 16	Highway map and mileage chart, in I.C. 16	Publishing

EASYFINDER	United States of America	I.C. 16	Maps and Atlases, in I.C. 16	Publishing
FABMAP	Canada		Cloth maps	Publishing
FABMAP	United States of America	I.C. 16	Cloth maps	Publishing
FUNFINDER	Canada		Collection of printed board games for children.	Publishing
PEOPLE, SPACES & PLACES	Canada		Series of books for teaching geographic literacy in the classroom.	Publishing
PIN YOUR JOURNEYS	United States of America	I.C. 16	Pin-able wall maps, in I.C. 16	Publishing
RIDE ATLAS OF NORTH AMERICA	Canada		Maps and atlases	Publishing
RIDE ATLAS OF NORTH AMERICA	United States of America	I.C. 16	Maps and atlases	Publishing
ROAD EXPLORERS	United States of America	I.C. 16, 35, 39	Printed trip and travel guides, maps, atlases, and printed turn-by-turn, in I.C. 16	Publishing
			Promoting the goods and services of others by providing information via a global computer network on, and discounts for, automobile rentals, hotels, and emergency roadside assistance, in I.C. 35	
			Providing an on-line road travel planning service, namely, providing a web site for downloading customized maps and turn-by-turn directions to destinations, via a global computer network, in I.C. 39	
STICKER PASSPORT	United States of America	I.C. 16	Children's activity books, in I.C. 16	Publishing
STREETFINDER	Canada	I.C. 16	Magazine containing maps.	Publishing
STREETFINDER	United States of America	I.C. 9	Computer software for use as a street atlas	Publishing
THE THOMAS GUIDE	United States of America	I.C. 16	City street maps, in I.C. 16	Publishing
THOMAS BROS. MAPS	United States of America	I.C. 42	Retail store services featuring maps, globes, atlases, street guides, travel books, posters and related accessories, in I.C. 42	Publishing
THOMAS BROS. MAPS	United States of America	I.C. 16 & 42	City street maps, in I.C. 16	Publishing
TRIANGLE DESIGN	United States of America	I.C. 9, 16, 42	Mapping services, in I.C. 42	Publishing
			Computer software featuring databases of geographic information, maps and the location of pages and grids on maps, in I.C. 9 (First Use 1-1-90)	
			Printed publications, namely maps and atlases, in I.C. 16 (First Use 1-1-1961)	
			Mapping services: the provision of geographic and demographic information by means of computers; retail services, namely stores featuring maps, globes, atlases, street guides, travel books, posters and related accessories, in I.C. 42 (First Use 1-1-1961)	

Trademarks Owned (first use, not registered)

Trademark	Country	Classes	Goods	Entry Owned By
CarTainment	U.S., Canada		Interactive toys	Publishing
MapIt	U.S., Canada		Activity book	Publishing

TRADEMARK

REEL: 007708 FRAME: 0937

RECORDED: 05/02/2022