

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
READ-A-THON FUNDRAISING COMPANY, LLC	FORMERLY Read-a-thon Fundraising Company, Inc.	06/21/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PETRA GROWTH FUND IV, L.P		
Street Address:	3825 BEDFORD AVENUE		
Internal Address:	SUITE 203		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6860739	LOVE MY LIBRARY	
Registration Number:	6225328	Z RAISING ZONE	
Registration Number:	6016846	FIT KIDS FITNESS FUNDRAISER	
Registration Number:	5969504	FIT KIDS FITNESS FUNDRAISER	
Registration Number:	4830679		
Registration Number:	5041593	READ-A-THON	
Registration Number:	2525007	READATHON	
CORRESPONDENCE DATA			
Fax Number:	6157426293		
<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:	(615) 742-6200		
Email:	trademarks@bassberry.com		
Correspondent Name:	Bass Berry & Sims		
Address Line 1:	150 Third Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		

CH \$190.00 6860739

NAME OF SUBMITTER:	Vicky Bantug
SIGNATURE:	/Vicky Bantug/
DATE SIGNED:	07/05/2023
Total Attachments: 8 source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page1.tif source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page2.tif source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page3.tif source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page4.tif source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page5.tif source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page6.tif source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page7.tif source=EXECUTED Petra - Project Bookworm - IP Security Agreement(35820684.2)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of June 21, 2023, is made by READ-A-THON FUNDRAISING COMPANY, LLC, a Texas limited liability company (f/k/a Read-a-thon Fundraising Company, Inc.) (the “Grantor”), in favor of PETRA GROWTH FUND IV, L.P., a Delaware limited partnership (the “Lender”).

RECITALS

WHEREAS, pursuant to that certain Loan Agreement of even date herewith, among RR Book HoldCo Inc., a Delaware corporation (“Holdings”), RR Book LLC, a Delaware limited liability company (“Borrower”), the Guarantors party thereto, and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Loan Agreement), the Lender has agreed to make certain extensions of credit to the Borrower under the Loan Agreement, all as more specifically described therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Intellectual Property Security Agreement to the Lender for recording with the United States Patent and/or Trademark Office and the United States Copyright Office, as applicable.

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 Loan Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, the Grantor grants and pledges to the Lender, a security interest in all of the 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 the Grantor now or hereafter existing, created, acquired or held;

(d) 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 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 the 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 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;

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

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

(i) 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.

2. Recordation. The Grantor authorizes the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

3. Authorization. The Grantor hereby authorizes the Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which the Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[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.

GRANTOR:

READ-A-THON FUNDRAISING COMPANY,
LLC

By: RR Book HoldCo Inc. (sole manager)

By: DocuSigned by:

36FF2B88B3944E8
Corbin Cook, President

LENDER:

PETRA GROWTH FUND IV, L.P.

By: Petra Partners IV, LLC, its general partner

By: *Douglas B. Owen*
Name: *Douglas B. Owen*
Title: *Managing Member*

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

NONE.

EXHIBIT C

Trademarks

Owner	Mark	Serial No. / Registration No.	Application/ Registration Date
Read-a-thon Fundraising Company, LLC (f/k/a Read-a-thon Fundraising Company, Inc.) ¹	BOOK FAIRS REIMAGINED	Ser. No. 97837964	3/14/2023
	LOVE MY LIBRARY (Logo)	Ser. No. 90603779 Reg. No. 6860739	App: 3/25/2021 Reg: 9/27/2022
	Z RAISING ZONE (Logo)	Ser. No. 88695898 Reg. No. 6225328	App: 11/18/2019 Reg: 12/22/2020
	FIT KIDS FITNESS FUNDRAISER (Logo)	Ser. No. 88416005 Reg. No. 6016846	App: 5/5/2019 Reg: 3/24/2020
	FIT KIDS FITNESS FUNDRAISER	Ser. No. 88416004 Reg. No. 5969504	App: 5/5/2019 Reg: 1/21/2020
	Mouse Logo	Ser. No. 86539721 Reg. No. 4830679	App: 2/19/2015 Reg: 10/13/2015
	READ-A-THON	Ser. No. 86255368 Reg. No. 5041593	App: 4/17/2014 Reg: 9/13/2015
	READATHON	Ser. No. 76235705 Reg. No. 2525007	App: 4/4/2001 Reg: 1/1/2002

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¹ TM Assignments to be recorded.