

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835920

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 AGENT		08/31/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	RECORDED BOOKS INC.		
Street Address:	270 SKIPJACK ROAD		
City:	PRINCE FREDERICK		
State/Country:	MARYLAND		
Postal Code:	20678		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6366363	KALORAMA AUDIO	
Serial Number:	88472723	RBAUDIOLIBROS	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	2099101		
NAME OF SUBMITTER:	Tarangana Thapa		
SIGNATURE:	/Tarangana Thapa/		
DATE SIGNED:	09/01/2023		
Total Attachments: 4			
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This PARTIAL RELEASE OF 2020 SECURITY INTEREST IN TRADEMARK RIGHTS dated as of August 31, 2023 (this “Partial Release”), by GOLDMAN SACHS BANK USA, as the Agent (as defined below), in favor of RECORDED BOOKS INC., a Delaware corporation (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 or modified 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 as of February 3, 2021, the Joinder Agreement, dated as of July 14, 2021, Amendment No. 4, dated as of August 23, 2022 and Amendment No. 5, dated as of February 9, 2023, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Gimli Holding Corporation, a Delaware corporation, Aragorn Holding Corporation, a Delaware corporation, the Released Party, Aragorn Parent Corporation, a Delaware corporation (together with the Released Party, 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 and 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 June 9, 2020 (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”).

D. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 9, 2020 at Reel/Frame No. 6956/0828.

E. 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: *Brent Clough*
Name: Brent Clough
Title: Authorized Signatory

SCHEDULE I
to
PARTIAL RELEASE OF 2020 SECURITY INTEREST IN TRADEMARK RIGHTS

Released Trademark Collateral

OWNER	APP #	REG #	TRADEMARK
Recorded Books Inc.	88472709	6366363	KALORAMA AUDIO
Recorded Books Inc.	88472723	N/A	RBAUDIOLIBROS