

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835931

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		
Name:	CHRISTIAN AUDIO, LLC		
Street Address:	2235 ENTERPRISE STREET		
Internal Address:	SUITE 140		
City:	ESCONDIDO		
State/Country:	CALIFORNIA		
Postal Code:	92029		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	HIGHBRIDGE COMPANY, LLC		
Street Address:	6 BUSINESS PARK ROAD		
City:	OLD SAYBROOK		
State/Country:	CONNECTICUT		
Postal Code:	06475		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TANTOR MEDIA, INCORPORATED		
Street Address:	6 BUSINESS PARK ROAD		
City:	OLD SAYBROOK		
State/Country:	CONNECTICUT		
Postal Code:	06475		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 20			

OP \$515.00 5591957

Property Type	Number	Word Mark
Registration Number:	5591957	RB MEDIA
Registration Number:	5588189	RB DIGITAL
Serial Number:	87239408	RB MEDIA
Serial Number:	87239403	RB DIGITAL
Registration Number:	4491590	ONECLICKDIGITAL
Registration Number:	4168007	D ONECLICKDIGITAL
Registration Number:	4572765	RBDIGITAL
Registration Number:	3783912	GRIOT AUDIO
Registration Number:	3802326	GRIOT AUDIO
Registration Number:	5490057	CHRISTIANAUDIO
Registration Number:	3452159	CHRISTIANAUDIO LISTEN ENJOY THINK GROW
Registration Number:	2909065	
Registration Number:	2018667	HIGHBRIDGE CLASSICS
Registration Number:	1734492	HIGH BRIDGE
Registration Number:	4717539	TANTOR MEDIA
Registration Number:	4717538	TANTOR MEDIA
Registration Number:	4717537	TANTOR MEDIA
Registration Number:	4717536	TANTOR MEDIA
Registration Number:	4090217	TANTOR AUDIO
Registration Number:	4079704	TANTOR AUDIO

CORRESPONDENCE DATA

Fax Number:

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.

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 RELEASE OF 2018 SECURITY INTEREST IN TRADEMARK RIGHTS dated as of August 31, 2023 (this “Release”), by GOLDMAN SACHS BANK USA, as the Agent (as defined below), in favor of RECORDED BOOKS INC., a Delaware corporation (“RBI Borrower”), CHRISTIAN AUDIO, LLC, a Delaware limited liability company, HIGHBRIDGE COMPANY, LLC, a Delaware limited liability company, and TANTOR MEDIA, INCORPORATED, a Connecticut corporation (collectively, the “Released Parties”). 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, RBI Borrower, Aragorn Parent Corporation, a Delaware corporation (together with 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 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 Parties, 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 Parties, and the Agent.

B. Pursuant to the Security Agreement and/or the Trademark Security Agreement, as applicable, the Released Parties 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 May 6, 2019 at Reel/Frame No. 6649/0918.

E. The Borrowers have requested that the Agent execute and deliver this 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 Parties 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 Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral arising under the 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 (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 Release. Except as expressly set forth herein, the Security Agreement shall remain in full force and effect in accordance with its terms.

Section 3. THIS 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 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

[Signature Page to Release of 2018 Security Interest in Trademark Rights]

TRADEMARK
REEL: 008193 FRAME: 0064

SCHEDULE I
to
RELEASE OF 2018 SECURITY INTEREST IN TRADEMARK RIGHTS

Released Trademark Collateral

OWNER	APP #	REG #	TRADEMARK
Recorded Books, Inc.	87/976656	5591957	RB MEDIA
Recorded Books, Inc.	87/976655	5588189	RB DIGITAL
Recorded Books, Inc.	87/239408		RB MEDIA
Recorded Books, Inc.	87/239403		RB DIGITAL
Recorded Books, Inc.	85/475449	4491590	ONECLICKDIGITAL (and design)
Recorded Books, Inc.	85/475437	4168007	D ONECLICKDIGITAL (and design)
Recorded Books, Inc.	85/473056	4572765	RBDIGITAL (and design)
Recorded Books, Inc.	77/820520	3783912	GRIOT AUDIO
Recorded Books, Inc.	77/820516	3802326	GRIOT AUDIO (and design)
Christian Audio, LLC	87/531614	5490057	CHRISTIANAUDIO (and design)
Christian Audio, LLC	77/155533	3452159	CHRISTIANAUDIO LISTEN ENJOY THINK GROW (and design)
Highbridge Company, LLC	76/427111	2909065	(design only)
Highbridge Company, LLC	74/602245	2018667	HIGHBRIDGE CLASSICS
Highbridge Company, LLC	74/182983	1734492	HIGH BRIDGE (and design)
Tantor Media, Incorporated	86/141481	4717539	TANTOR MEDIA
Tantor Media, Incorporated	86/141477	4717538	TANTOR MEDIA
Tantor Media, Incorporated	86/141472	4717537	TANTOR MEDIA
Tantor Media, Incorporated	86/141469	4717536	TANTOR MEDIA
Tantor Media, Incorporated	85/314497	4090217	TANTOR AUDIO
Tantor Media, Incorporated	85/314486	4079704	TANTOR AUDIO