

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTHOR SOLUTIONS LLC		12/31/2015	Limited Liability Company:
TRAFFORD PUBLISHING LLC		12/31/2015	Limited Liability Company:
GET PUBLISHED! LLC		12/31/2015	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	QMLATIVE LLC		
Street Address:	2525 East Camelback Road		
Internal Address:	Suite 850		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4764272	AUTHORHOUSE	
Serial Number:	87150738	ALC	
Serial Number:	87150723	AUTHOR LEARNING CENTER	
Registration Number:	4253477	LEGACY KEEPERS	
Registration Number:	3933095	AUTHOR SOLUTIONS	
Registration Number:	3991040	PALIBRIO	
Registration Number:	3013991	AUTHORHOUSE	
Registration Number:	2993279	AUTHORHOUSE	
Registration Number:	3124341		
Registration Number:	3856645		
Registration Number:	3853330	AUTHORHIVE	
Registration Number:	3383545	RAPID RELEASE	
Registration Number:	2647149	IUNIVERSE	
Registration Number:	2550485	IUNIVERSE	
Registration Number:	4789024	TRAFFORD PUBLISHING	
Registration Number:	4885046	XLIBRIS	
TRADEMARK			

OP \$490.00 4764272

Property Type	Number	Word Mark
Registration Number:	4171011	BOOKSTUB
Registration Number:	4306224	BOOKTANGO
Registration Number:	4190656	BOOKTANGO

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: 6784209300
Email: deeles@ballardspahr.com
Correspondent Name: BALLARD SPAHR LLP
Address Line 1: 999 PEACHTREE STREET
Address Line 2: SUITE 1000
Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER:	Wendy A. Choi
SIGNATURE:	/Wendy A. Choi/
DATE SIGNED:	11/21/2016

Total Attachments: 10
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TRADEMARK AND COPYRIGHT COLLATERAL AGREEMENT

THIS TRADEMARK AND COPYRIGHT COLLATERAL AGREEMENT (this "Agreement") is made effective as of December 31, 2015, by and among each of the debtors listed on the signature pages hereto, together with their respective addresses (individually and collectively, jointly and severally, the "Debtor"), and QMLative LLC, a Delaware limited liability company (the "Assignee"), with its mailing address of 2525 East Camelback Road, Suite 850, Phoenix, Arizona 85016.

BACKGROUND

A. Debtor and Assignee have entered into the Continuing Security Agreement effective the effective date hereof (the "Security Agreement"), pursuant to which Debtor has agreed to grant to Assignee a continuing security interest in, and pledge and assign to Assignee, all of Debtor's Collateral (as defined therein).

B. In connection with the Security Agreement, Debtor desires to enter into this Agreement to assign and grant to Assignee a lien on and a continuing security interest in the trademarks and copyrights hereinafter described.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor assigns, mortgages and pledges to, and grants to Assignee, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration, trademark application and copyright listed on Schedule A attached hereto and incorporated herein by reference, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, trademark application and copyright; and

(ii) Any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, trademark application or copyright listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or copyright, in each case together with the right to sue for and collect said damages;

to secure performance of all Liabilities of Debtor as set out in the Security Agreement.

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Assignee of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "**Intent-To-Use Applications**"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee, for the ratable benefit of Assignee, on such Intent-To-Use Application as collateral security for the Liabilities.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and copyrights made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

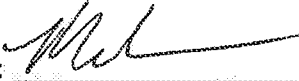
IN WITNESS WHEREOF, Debtor and Assignee have caused this Agreement to be duly executed as of the date and year set forth above.

DEBTOR:

Address for Notices:

1663 Liberty Drive
Bloomington, Indiana 47403
Attention: General Counsel
E-mail: legal@authorsolutions.com

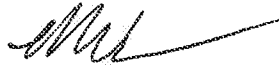
AUTHOR SOLUTIONS LLC, a Delaware limited liability company f/k/a Author Solutions, Inc.

By: 
Name: Melissa M. Bauer
Title: Secretary

Address for Notices:

1663 Liberty Drive
Bloomington, Indiana 47403
Attention: General Counsel
E-mail: legal@authorsolutions.com

TRAFFORD PUBLISHING LLC, a Delaware limited liability company f/k/a Trafford Publishing, Inc.

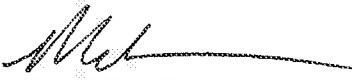
By: 
Name: Melissa M. Bauer
Title: Secretary

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Bloomington, Indiana 47403
Attention: General Counsel
E-mail: legal@authorsolutions.com

Address for Notices:

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Bloomington, Indiana 47403
Attention: General Counsel
E-mail: legal@authorsolutions.com

GET PUBLISHED! LLC, a Delaware limited liability company

By: 
Name: Melissa M. Bauer
Title: Secretary

ASSIGNEE:

QMLATTVE LLC, a Delaware limited liability company



By: _____

Name: _____

Title: _____

[Handwritten signature]
[Handwritten name]
[Handwritten title]

SCHEDULE A

Mark	Jurisdiction	Serial No./ Reg. No./Date	Applicant/Owner	Status
AUTHORHOUSE (Classes 9, 16, 35, 40, 41)	Canada	TMA676668 11/8/2006	Author Solutions, Inc.	Registered
 (Classes 9, 16, 35, 40, 41)	Canada	TMA670138 8/17/2006	Author Solutions, Inc.	Registered
YOUR VOICE IN PRINT (Classes 9, 16, 35, 40, 41)	Canada	TMA713736 5/6/2008	Author Solutions, Inc.	Registered
WORDCLAY (Class 41)	Mexico	1063850 9/30/2008	Author Solutions, Inc.	Registered
WORDCLAY (Class 41)	Norway	245867 5/14/2008	Author Solutions Inc.	Registered
AUTHORHOUSE (Class 42)	European Union	013818547 7/2/2015	Author Solutions, LLC	Registered
AUTHORHOUSE (Classes 9, 16, 35, 40, 41)	European Union	003845799 9/6/2005	Author Solutions, LLC	Registered
 (Classes 9, 16, 35, 40, 41)	European Union	003851292 9/6/2005	Author Solutions, LLC	Registered
WORDCLAY (Class 41)	European Union	006675797 1/7/2009	Author Solutions, LLC	Registered

Mark	Jurisdiction	Serial No./ Reg. No./Date	Applicant/Owner	Status
AUTHORHOUSE (Class 42)	U.S.	4,764,272 6/30/2015	Author Solutions LLC	Registered
	U.S.	87150738 8/25/2016	Author Solutions LLC	Pending
AUTHOR LEARNING CENTER	U.S.	87150723 8/25/2016	Author Solutions LLC	Pending
LEGACY KEEPERS (Class 45)	U.S.	4,253,477 12/4/2012	Author Solutions, LLC	Registered
AUTHOR SOLUTIONS (Classes 35, 40, 41)	U.S.	3,933,095 3/15/2011	Author Solutions, LLC	Registered
PALIBRIO (Classes 16, 35, 40)	U.S.	3,991,040 7/5/2011	Author Solutions, LLC	Registered
AUTHORHOUSE (Classes 9, 16, 35, 41)	U.S.	3,013,991 11/8/2005	Author Solutions, LLC	Registered
AUTHORHOUSE (Class 40)	U.S.	2,993,279 9/6/2005	Author Solutions, LLC	Registered
 (Classes 9, 16, 35, 40, 41)	U.S.	3,124,341 8/1/2006	Author Solutions, LLC	Registered
 (Class 35)	U.S.	3,856,645 10/5/2010	Author Solutions, LLC	Registered

Mark	Jurisdiction	Serial No./ Reg. No./Date	Applicant/Owner	Status
AUTHORHIVE (Class 35)	U.S.	3,853,330 9/28/2010	Author Solutions, LLC	Registered
RAPID RELEASE (Class 41)	U.S.	3,383,545 (Supplemental) 2/12/2008	Author Solutions, LLC	Registered
BOOKSTUB (Class 35)	U.S.	4,171,011 7/10/2012	Author Solutions, Inc.	Registered
BOOKTANGO (Class 9)	U.S.	4,306,224 3/19/2013	Author Solutions, Inc.	Registered
BOOKTANGO (Classes 35, 41)	U.S.	4,190,656 8/14/2012	Author Solutions, Inc.	Registered
 iUniverse (Classes 16, 35, 41)	Australia	1167093 4/14/2009	Author Solutions LLC	Registered
IUNIVERSE.COM (Classes 35, 41)	Australia	813502 12/1/2000	Author Solutions LLC	Registered
 iUniverse (Classes 35, 41)	Australia	902147 7/22/2002	Author Solutions LLC	Registered
IUNIVERSE.COM (Classes 35, 41)	Canada	TMA573857 1/16/2003	Author Solutions LLC	Registered
 iUniverse (Classes 35, 41)	Canada	TMA612579 6/10/2004	Author Solutions LLC	Registered
IUNIVERSE.COM (Class 35)	New Zealand	602752 9/7/2000	Author Solutions LLC	Registered
IUNIVERSE.COM (Class 41)	New Zealand	602753 5/12/2000	Author Solutions LLC	Registered

Mark	Jurisdiction	Serial No./ Reg. No./Date	Applicant/Owner	Status
 iUniverse (Classes 35, 41)	U.S.	2,647,149 11/5/2002	Author Solutions LLC	Registered
iUNIVERSE (Class 41)	U.S.	2,550,485 3/19/2002	Author Solutions LLC	Registered
 iUniverse (Class 35, 41)	European Union	002551026 3/7/2003	Author Solutions LLC	Registered
IUNIVERSE.COM (Class 35, 39, 41)	European Union	001383272 5/25/2001	Author Solutions LLC	Registered
TRAFFORD PUBLISHING (Class 35)	Canada	TMA719,500 7/25/2008	Author Solutions LLC	Registered
TRAFFORD (Class 35)	Canada	TMA695,117 8/29/2007	Author Solutions LLC	Registered
TRAFFORD PUBLISHING (Classes 9, 35, 40, 41, 42)	U.S.	4,789,024 8/11/2015	Author Solutions LLC	Registered
YOUR BOOK, YOUR WAY	Canada	TMA694,268 8/17/2007	Trafford Publishing, Inc.	Registered
XLIBRIS (Classes 9, 16, 35, 41, 42)	U.S.	4,885,046 1/12/2016	Author Solutions LLC	Registered
 author-house (Classes 9, 16, 35, 40, 41)	European Community	3851292 9/6/2005	Author Solutions, LLC	Registered

Mark	Jurisdiction	Serial No./ Reg. No./Date	Applicant/Owner	Status
AUTHORHOUSE (Classes 9, 16, 35, 40, 41)	European Community	3845799 9/6/2005	Author Solutions, LLC	Registered
WORDCLAY	Australia	1225075 6/23/2008	Author Solutions, Inc.	Registered
WORDCLAY	European Community	006675797 1/7/2009	Author Solutions, LLC	Registered
WORDCLAY	India	1654911 2/18/2008	Author Solutions LLC	
WORDCLAY	Norway	245867 5/14/2008	Author Solutions LLC	Registered
WORDCLAY	Mexico	1063850 9/30/2008	Author Solutions, LLC	Registered
PARTRIDGE	India	Serial No. 2705831 3/25/2014	Get Published! LLC	
PARTRIDGE	Singapore	T1406610J 4/30/2014	Get Published! LLC	
PARTRIDGE	South Africa	Serial No. 2014/07841 3/25/2014	Get Published! LLC	
PARTRIDGE	South Africa	Serial No. 2014/07842 3/25/2014	Get Published! LLC	
PARTRIDGE	South Africa	Serial No. 2014/07843 3/25/2014	Get Published! LLC	

Mark	Jurisdiction	Serial No./ Reg. No./Date	Applicant/Owner	Status
PARTRIDGE	South Africa	Serial No. 2014/07844 3/25/2014	Get Published! LLC	