

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851620

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900797184

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recorded Books Inc.		08/31/2023	Corporation: DELAWARE
GRAPHIC AUDIO, LLC		08/31/2023	Limited Liability Company: DELAWARE
Christian Audio, LLC		08/31/2023	Limited Liability Company: DELAWARE
TANTOR MEDIA, INCORPORATED		08/31/2023	Corporation: CONNECTICUT
HighBridge Company, LLC		08/31/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KKR LOAN ADMINISTRATION SERVICES LLC
Street Address:	555 California Street
Internal Address:	50th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	6366363	KALORAMA AUDIO
Registration Number:	6969037	JAMES AXLER
Registration Number:	6001705	GRAPHICAUDIO
Registration Number:	4692562	GRAPHIC AUDIO
Registration Number:	6001675	G.A.S.P. GRAPHICAUDIO STORY PODCAST
Registration Number:	4059047	A MOVIE IN YOUR MIND
Registration Number:	5885817	3D AUDIOBOOK
Registration Number:	6006532	GA
Registration Number:	6001690	GRAPHICAUDIO STREAMS
Registration Number:	6013786	ALL IN YOUR MIND
Registration Number:	1217546	GOLD EAGLE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1236253	GOLD EAGLE
Registration Number:	1458260	DEATHLANDS
Registration Number:	1734492	HIGH BRIDGE
Registration Number:	2018667	HIGHBRIDGE CLASSICS
Registration Number:	2909065	
Registration Number:	5490057	CHRISTIANAUDIO
Registration Number:	3452159	CHRISTIANAUDIO LISTEN ENJOY THINK GROW
Registration Number:	6654494	ASCENT AUDIO
Registration Number:	4079704	TANTOR AUDIO
Registration Number:	4090217	TANTOR AUDIO
Registration Number:	4717536	TANTOR MEDIA
Registration Number:	4717537	TANTOR MEDIA
Registration Number:	4717538	TANTOR MEDIA
Registration Number:	4717539	TANTOR MEDIA
Registration Number:	5591957	RB MEDIA
Registration Number:	6939518	ROGUE ANGEL
Registration Number:	5588189	RB DIGITAL
Registration Number:	3802326	GRIOT AUDIO
Registration Number:	3783912	GRIOT AUDIO

CORRESPONDENCE DATA

Fax Number: 4045725100

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: (404) 572-3117

Email: aquinn@KSLAW.com

Correspondent Name: Alanna Quinn

Address Line 1: 1180 Peachtree St NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Alanna Quinn
SIGNATURE:	/s/ Alanna Quinn
DATE SIGNED:	11/07/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Recorded Books Inc., a Delaware corporation, GRAPHIC AUDIO, LLC, a Delaware limited liability company, HighBridge Company, LLC, a Delaware limited liability company, Christian Audio, LLC, a Delaware limited liability company, and TANTOR MEDIA, INCORPORATED, a Connecticut corporation (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Each Grantor is party to that certain Security Agreement dated as of August 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof
- (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at each Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

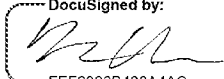
SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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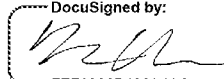
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RECORDED BOOKS INC., as a Grantor

DocuSigned by:

By: _____
Name: Tom MacIsaac
Title: Chief Executive Officer and President

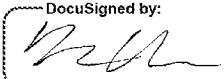
GRAPHIC AUDIO, LLC, as a Grantor

By: Recorded Books Inc., its sole member

DocuSigned by:

By: _____
Name: Tom MacIsaac
Title: Chief Executive Officer and President

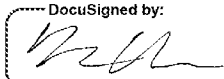
HIGHBRIDGE COMPANY, LLC, as a Grantor

By: Recorded Books Inc., its sole member

DocuSigned by:

By: _____
Name: Tom MacIsaac
Title: Chief Executive Officer and President

CHRISTIAN AUDIO, LLC, as a Grantor

By: Recorded Books Inc., its sole member

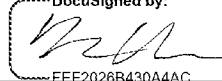
DocuSigned by:

By: _____
Name: Tom MacIsaac
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008251 FRAME: 0389

TANTOR MEDIA, INCORPORATED, as a
Grantor

DocuSigned by:



By: _____
EEE2026B430A4AC

Name: Tom MacIsaac

Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008251 FRAME: 0390

ACCEPTED AND ACKNOWLEDGED BY:

KKR LOAN ADMINISTRATION SERVICES
LLC,

as Administrative Agent and Collateral Agent

By: John Knox

Name: John Knox

Title: CFO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008251 FRAME: 0391

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registered Owner	Mark	Registration Number	Registration Date
Recorded Books Inc.	KALORAMA AUDIO	6366363	May 25, 2021
GRAPHIC AUDIO, LLC	JAMES AXLER	6969037	January 31, 2023
Recorded Books Inc.	GRAPHICAUDIO	6001705	March 3, 2020
Recorded Books Inc.	GRAPHIC AUDIO	4692562	February 24, 2015
Recorded Books Inc.	G.A.S.P. GRAPHICAUDIO STORY PODCAST	6001675	March 3, 2020
Recorded Books Inc.	A MOVIE IN YOUR MIND	4059047	November 22, 2011
Recorded Books Inc.	3D AUDIOBOOK	5885817	October 15, 2019
Recorded Books Inc.	GA	6006532	March 10, 2020
Recorded Books Inc.	GRAPHICAUDIO STREAMS	6001690	March 3, 2020
Recorded Books Inc.	ALL IN YOUR MIND	6013786	March 17, 2020
GRAPHIC AUDIO, LLC	GOLD EAGLE	1217546 (<i>cancelled</i>)	November 23, 1982
GRAPHIC AUDIO, LLC	GOLD EAGLE	1236253	May 3, 1983
GRAPHIC AUDIO, LLC	DEATHLANDS	1458260	September 22, 1987
HighBridge Company, LLC	HIGH BRIDGE	1734492 (<i>cancelled</i>)	November 24, 1992
HighBridge Company, LLC	HIGHBRIDGE CLASSICS	2018667 (<i>cancelled</i>)	November 26, 1996
HighBridge Company, LLC		2909065	December 7, 2004
Christian Audio, LLC	CHRISTIANAUDIO	5490057	June 12, 2018
Christian Audio, LLC	CHRISTIANAUDIO LISTEN ENJOY THINK GROW	3452159	June 24, 2008

Registered Owner	Mark	Registration Number	Registration Date
Recorded Books Inc.	ASCENT AUDIO	6654494	February 22, 2022
TANTOR MEDIA, INCORPORATED	TANTOR AUDIO	4079704	January 3, 2012
TANTOR MEDIA, INCORPORATED	TANTOR AUDIO	4090217	January 24, 2012
TANTOR MEDIA, INCORPORATED	TANTOR MEDIA	4717536	April 7, 2015
TANTOR MEDIA, INCORPORATED	TANTOR MEDIA	4717537	April 7, 2015
TANTOR MEDIA, INCORPORATED	TANTOR MEDIA	4717538	April 7, 2015
TANTOR MEDIA, INCORPORATED	TANTOR MEDIA	4717539	April 7, 2015
Recorded Books Inc.	RB MEDIA	5591957	October 23, 2018
GRAPHIC AUDIO, LLC	ROGUE ANGEL	6939518	January 3, 2023
Recorded Books Inc.	RB DIGITAL	5588189	October 16, 2018
Recorded Books Inc.	GRIOT AUDIO	3802326	June 15, 2010
Recorded Books Inc.	GRIOT AUDIO	3783912	May 4, 2010

TRADEMARK APPLICATIONS

None.