

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP SECURITY AGREEMENT -- TRADEMARKS		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Sheridan Books, Inc.		10/15/2013
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4049094	SHELFWISE
CORRESPONDENCE DATA			
Fax Number:	2125935955		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff		
Address Line 1:	Schulte Roth & Zabel, 919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.1413		
NAME OF SUBMITTER:	Scott Kareff		
Signature:	/RS for SK/		
Date:	10/17/2013		
Total Attachments: 3 source=Sheridan.Books#page1.tif source=Sheridan.Books#page2.tif source=Sheridan.Books#page3.tif			

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## IP SECURITY AGREEMENT - - TRADEMARKS

This IP Security Agreement - Trademarks is made as of October 15, 2013, by Sheridan Books, Inc., a Delaware corporation ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Agent").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 15, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

This IP Security Agreement – Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of October \_\_, 2013.

SHERIDAN BOOKS, INC.

By: Robert M Jakobe  
Name: Robert M. Jakobe  
Title: Secretary

STATE OF Maryland ss.:  
COUNTY OF Baltimore

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came Robert M. Jakobe, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Karen J. Carbaugh

KAREN J. CARBAUGH  
Notary Public-Maryland  
Baltimore County  
My Commission Expires  
November 10, 2016

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Sheridan Books, Inc.	USA	Shelfwise	4049094	4/7/2011	11/1/2011