

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Overdrive, Inc.		06/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, H6150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3851792	DIGITAL BOOKMOBILE	
Registration Number:	3296347	SCHOOL DOWNLOAD LIBRARY	
Serial Number:	85262621	CONTENT RESERVE	
Serial Number:	85266537	DIGITAL LIBRARY RESERVE	
Serial Number:	85262719	LIBTUNES	
Serial Number:	85262795	MIDAS	
Serial Number:	85262613	OVERDRIVE	
Serial Number:	85262618	PRIVATE RESERVE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		

CH \$215.00 3851792

900195148

**TRADEMARK
 REEL: 004567 FRAME: 0523**

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 822117-005

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 06/22/2011

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 14, 2011 by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**"), and (ii) **OVERDRIVE, INC.**, a Delaware corporation ("**Grantor**"), with a principal place of business located at Valley Tech Center - Suite N, 8555 Sweet Valley Drive, Cleveland, OH 44125 USA ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to, among others, Grantor (the "**Loans**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among Bank and, among others, Grantor (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**", capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

A. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

B. If any Intellectual Property Collateral is sold, transferred or otherwise disposed of by Grantor in a transaction permitted by the terms of the Loan Agreement, then the Bank’s security interest over such Intellectual Property Collateral shall be automatically released, and Bank, at the request and sole expense of Grantor, shall promptly execute and deliver to Grantor any releases or other documents and take such other actions reasonably necessary for the release of the liens and security interest created hereby or by any other Loan Document on such sold, transferred or otherwise disposed of Intellectual Property Collateral. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Insight Venture Management, L.L.C.
680 Fifth Avenue, 8th Floor
New York, New York 10019
Attn: Mr. Lawrence Handen

OVERDRIVE, INC.

By: 
Name: Mahall J. Van Dyke
Title: CEO

Address of Bank:

275 Grove Street Suite 2 200
Newton, Massachusetts 02466
Attn: Mr. Michael Feil

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 004567 FRAME: 0527

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Address of Grantor:

OVERDRIVE, INC.

c/o Insight Venture Management, L.L.C.
680 Fifth Avenue, 8th Floor
New York, New York 10019
Attn: Mr. Lawrence Handen

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Michael Fell

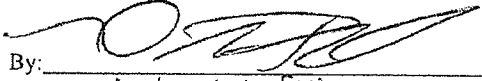
By: 
Name: Michael J. Fell
Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CONTENT RESERVE	85262621	3/9/11
DIGITAL BOOKMOBILE	3851792	9/21/10
DIGITAL LIBRARY RESERVE	85266537	3/14/11
LIBTUNES	85262719	3/9/11
MIDAS	85262795	3/9/11
OVERDRIVE	85262613	3/9/11
PRIVATE RESERVE	85262618	3/9/11
SCHOOL DOWNLOAD LIBRARY & Design	3296347	9/25/07

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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