

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.		12/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1804182	OVERDRIVE
Registration Number:	1859480	MIDAS TECHNOLOGY
Registration Number:	4163234	DIGITAL LIBRARY RESERVE
Registration Number:	4163223	OVERDRIVE
Registration Number:	4148714	CONTENT RESERVE
Registration Number:	4145114	MIDAS
Registration Number:	4145111	PRIVATE RESERVE
Registration Number:	3851792	DIGITAL BOOKMOBILE
Registration Number:	3296347	SCHOOL DOWNLOAD LIBRARY
Registration Number:	2526351	CONTENT RESERVE
Registration Number:	2395696	READERWORKS
Registration Number:	2395691	BOOKWORKS
Serial Number:	85262719	LIBTUNES
Serial Number:	77228134	ADEPT- ADOBE DIGITAL EDITIONS PROTECTION TECHNOLOGY

TRADEMARK

Serial Number:

85784001

SCHOOL DOWNLOAD LIBRARY

CORRESPONDENCE DATA

Fax Number: 2164798780

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 216.479.8500

Email: trademark@squiresanders.com

Correspondent Name: Patrick J. Burke

Address Line 1: Squire Sanders (US) LLP

Address Line 2: 4900 Key Tower, 127 Public Square

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:

034691.00173

NAME OF SUBMITTER:

Patrick J. Burke

Signature:

/Patrick J. Burke/

Date:

02/21/2013

Total Attachments: 13

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INTELLECTUAL PROPERTY
SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 14th day of December, 2012, by and between OverDrive, Inc., a Delaware corporation having an office at One OverDrive Way, Cleveland, Ohio 44125 (the "Grantor") and KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Collateral Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (defined below).

Recitals:

A. OverDrive, Inc., as "Borrower"; OverDrive Holdings, Inc., OverDrive Intermediate Holdings, Inc., and Blue Sky Campus, Inc. as "Guarantors"; the Lenders party thereto as the "Lenders"; KeyBank National Association, as "Administrative Agent", the Secured Party, as "Collateral Agent", and KeyBank National Association, as the "Swingline Lender" and a "Letter of Credit Issuer", are the parties to that certain Credit Agreement dated as of December 14, 2012 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor execute and deliver this Agreement.

C. This Agreement is made for the benefit of the Secured Party, in its capacity as Collateral Agent for the Lenders, of the Lenders, of the holders of obligations under Specified Hedge Agreements or for Bank Product Debt and of the Swingline Lender and Letter of Credit Issuer (collectively, the "Secured Creditors", with each being a "Secured Creditor").

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. The Grantor hereby grants to the Secured Party a security interest in and continuing lien on, with (only upon and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of the Grantor's right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the "Proprietary Collateral"), whether now owned or existing and filed or

hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; *provided* that Proprietary Collateral shall exclude the Excluded Collateral. "Excluded Collateral" as used herein shall mean any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, any solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Agreement secure (a) the full and prompt performance and observance of all of the terms, conditions and agreements contained in the Credit Agreement and the other Loan Documents, including, without limitation, the Obligations to be performed or observed by the Grantor, (b) the punctual full payment of the principal of and interest on any promissory note issued by the Borrower pursuant to Section 2.09(f) of the Credit Agreement (each a "Note" and collectively, the "Notes") in accordance with the terms and provisions of the Notes (including interest accruing under the Notes after the commencement of any case or proceeding under any state or federal bankruptcy, insolvency or similar law (a "Proceeding") to the extent that a claim for such interest is allowable in such a Proceeding ("Post-Petition Interest")), (c) the performance and observance of the terms, conditions and agreements hereinafter contained, (d) the full performance and observance of all of the other terms, conditions and agreements contained in all of the other Loan Documents, and (e) any and all other indebtedness of the Grantor to the Secured Party, including Post-Petition Interest (all of which are referred to herein collectively as the "Secured Obligations").

4. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Agreement, the Grantor shall (a) obtain rights to any new patentable inventions, or (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. The Grantor shall give to the Secured Party written notice of the events described in clauses (a) and (b) within thirty (30) days of each such event. The Grantor hereby authorizes the Secured Party to modify this Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and the Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

5. ROYALTIES; TERM. The Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with the Grantor's rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to the Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of

Proprietary Collateral, or (b) the date on which all Obligations (other than unasserted claims for indemnity) have been paid in full and the cancellation of the Commitments under the Credit Agreement.

6. TERMINATION OF SECURITY INTEREST. This Agreement is made for collateral security purposes only. Upon the date on which all Obligations (other than unasserted claims for indemnity) have been paid in full, this Agreement shall automatically terminate, and the Secured Party shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate and release permanently the Secured Party's security interest in the Proprietary Collateral (including by filing releases of this Agreement filed in the United States Patent and Trademark Office or the United States Copyright Office) subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement, the Credit Agreement or any of the other Loan Documents.

7. COVENANTS OF THE GRANTOR. The Grantor covenants (a) to prosecute diligently any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Agreement; (b) to make application on unpatented but patentable inventions, as the Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of the Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) except as permitted under Section 6.05 of the Credit Agreement, not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is (i) obsolete, (ii) no longer used and not material in value to the conduct of its business, or (iii) replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall not abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of the Grantor without the prior written consent of the Secured Party.

8. INFRINGEMENT. The Grantor represents and warrants to the Secured Party that the Grantor owns and possesses, and will own or possess continuously throughout the term of this Agreement, the valid right (subject to Permitted Liens) to use the Proprietary Collateral used or necessary to conduct its business, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the knowledge of the Grantor, threatened in writing against the Grantor, which might, if successful, adversely affect the Grantor's interest in the Proprietary Collateral in any material respect.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that, as of the Effective Date, it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to the Grantor's knowledge, said listed Proprietary Collateral constitute all the patents and patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that the Grantor now owns or uses in connection with its business.

10. WAIVERS. No course of dealing between the Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under

any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

11. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) An "Event of Default" under this Agreement shall be deemed to exist if there shall exist and be continuing any event, condition or thing which constitutes an Event of Default under the Credit Agreement or any other Loan Document, including, without limitation, the Grantor's default in the timely performance of all of its obligations and covenants hereunder and such default shall continue for 20 days after the earlier of notice of such failure to Grantor from the Secured Party or knowledge of such default by an officer of Grantor.

(b) Upon and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Agreement, the Credit Agreement, the other Loan Documents, at law and in equity. In connection therewith, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Secured Party shall commence any such suit, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably requested by the Secured Party in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Secured Party for all reasonable and documented out-of-pocket costs and other expenses including, without limitation, attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this paragraph.

(c) Without limiting the generality of subparagraph (b), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the Grantor take any or all of the following actions: (i) declare the entire right, title and interest of the Grantor in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case the Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party of all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantor to refrain, in which event the Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and the Grantor shall execute such other and further documents as the Secured Party may reasonably request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

12. **SEVERABILITY.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **MODIFICATION.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

14. **CUMULATIVE REMEDIES; POWER OF ATTORNEY.** All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon and during the continuance of an Event of Default, the Grantor hereby constitutes and appoints the Secured Party its true and lawful

attorney, with full power of substitution, with power to (a) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit Agreement) shall have been released pursuant to the terms of the Credit Agreement. The Grantor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

15. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied in accordance with Section 26 of the Security Agreement.

16. AGENT. The Secured Party will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. The acceptance by the Secured Party of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral. By accepting the benefits of this Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Secured Party shall be as set forth in Article 8 of the Credit Agreement. Notwithstanding anything to the contrary contained in Article 8 of the Credit Agreement, this Section 16, and the duties and obligations of the Secured Party set forth herein, may not be amended or modified without the consent of the Collateral Agent.

17. ENFORCEMENT ON BEHALF OF SECURED CREDITORS. The Secured Creditors agree by their acceptance of the benefits hereof that this Agreement may be enforced on their behalf only by the action of the Secured Party, acting upon the instructions of the Required Lenders and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Secured Party, for the benefit of the Secured Creditors, upon the terms of this Agreement.

18. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for the Grantor.

19. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without reference to the conflicts of law principles thereof other than Section 5-1401 of the New York General Obligations Law).

20. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 9.01 of the Credit Agreement.

21. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon and during the continuance of an Event of Default) may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Secured Obligations secured hereby.

22. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


23. JURY TRIAL WAIVER. THE GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTOR AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

[No further provisions are on this page; the next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

OVERDRIVE, INC.

By: 
Name: Michael Vantusko
Title: Chief Financial Officer

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


GRANTOR:

OVERDRIVE, INC.

By: _____
Name: Michael Vantusko
Title: Chief Financial Officer and
Secretary

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Shibani Faehle
Title: Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Agreement was executed and acknowledged before me this 12TH day of December 2012, by MICHAEL VANTUSKO, personally known to me to be a CFO of OverDrive, Inc., a Delaware corporation, on behalf of such corporation.

Stephanie L Ash
NOTARY PUBLIC



STEPHANIE L. ASH
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing Agreement was executed and acknowledged before me this ____ day of December 2012, by _____, personally known to me to be a _____ of KeyBank National Association, a national banking association, on behalf of such national banking association.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing Agreement was executed and acknowledged before me this ____ day of December 2012, by Michael Vantusko, personally known to me to be the Chief Financial Officer and Secretary of OverDrive, Inc., a Delaware corporation, on behalf of such corporation.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing Agreement was executed and acknowledged before me this ____ day of December 2012, by Shibani Faehnle, personally known to me to be a Vice President of KeyBank National Association, a national banking association, on behalf of such national banking association.



NOTARY PUBLIC

BONNIE A. BURTON
Notary Public, State of Ohio
My Commission Expires April 13, 2016



EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Patents

Attached to and Forming a Part of Exhibit A to the
Intellectual Property Security Agreement
between KeyBank National Association, as Secured Party and
OverDrive, Inc. as Grantor

Patents

None.

Patent Applications

None.

Schedule of Trademarks

Attached to and Forming a Part of Exhibit A to the
Intellectual Property Security Agreement
between KeyBank National Association, as Secured Party and
OverDrive, Inc. as Grantor

Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
OverDrive, Inc.	1804182	11/16/93	OVERDRIVE
OverDrive, Inc.	1859480	10/25/94	MIDAS TECHNOLOGY
OverDrive, Inc.	4163234	6/26/12	DIGITAL LIBRARY RESERVE
OverDrive, Inc.	4163223	6/26/12	OVERDRIVE
OverDrive, Inc.	4148714	5/29/12	CONTENT RESERVE
OverDrive, Inc.	4145114	5/22/12	MIDAS
OverDrive, Inc.	4145111	5/22/12	PRIVATE RESERVE
OverDrive, Inc.	3851792	9/21/10	DIGITAL BOOKMOBILE
OverDrive, Inc.	3296347	9/25/07	SCHOOL DOWNLOAD LIBRARY
OverDrive, Inc.	2526351	1/1/02	CONTENT RESERVE
OverDrive, Inc.	2395696	10/17/00	READERWORKS (cancelled)
OverDrive, Inc.	2395691	10/17/00	BOOKWORKS (cancelled)
OverDrive, Inc.	9944703	11/14/12	OVERDRIVE (in Chinese characters)
OverDrive, Inc.	9944705	11/14/12	OVERDRIVE

Trademark Applications

<u>Grantor</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
OverDrive, Inc.	85262719	3/9/11	LIBTUNES
OverDrive, Inc.	77228134	7/12/07	ADEPT- ADOBE DIGITAL EDITIONS PROTECTION TECHNOLOGY
OverDrive, Inc.	85784001	11/20/12	SCHOOL DOWNLOAD LIBRARY

Schedule of Copyrights

Attached to and Forming a Part of Exhibit A to the
Intellectual Property Security Agreement
between KeyBank National Association, as Secured Party and
OverDrive, Inc. as Grantor

Copyrights

None.

Copyright Applications

None.