

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357104

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|-----------------------------------|-------------------------------------|---------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Commitment transfer supplement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Howard Morgan | | 08/31/2015 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | FEP Holding Company LLC | | |
| Street Address: | c/o Barton LLP 420 Lexington Avenue | | |
| Internal Address: | Suite 1830 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10170 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1459047 | SPELLING ACE | |
| Registration Number: | 1478400 | FRANKLIN | |
| Registration Number: | 1608922 | FRANKLIN | |
| Registration Number: | 1828823 | NEXT CENTURY | |
| Registration Number: | 1898747 | CONFUSABLES | |
| Registration Number: | 1925234 | CLASSMATES | |
| Registration Number: | 1896789 | B-O-O-K-M-A-N | |
| Registration Number: | 2676279 | FRANKLIN | |
| Registration Number: | 2849036 | COMMUNICATOR | |
| Registration Number: | 2884957 | TOUCHFILE | |
| Registration Number: | 3337349 | LANGUAGE LEARNING TOOLBOX | |
| Registration Number: | 3269732 | ENGLISH IN YOUR POCKET | |
| Registration Number: | 3278073 | PAGEMARK | |
| Registration Number: | 3060768 | INGLÉS EN SU BOLSILLO | |
| Registration Number: | 2952602 | E-Z FILE | |
| Registration Number: | 2132170 | SPEAKING SPELLING ACE | |
| CORRESPONDENCE DATA | | | |

OP \$415.00 1459047

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: 2126876262
Email: Rregalado@bartonesq.com
Correspondent Name: Robinson Regalado
Address Line 1: 420 Lexington Avenue
Address Line 2: Suite 1830
Address Line 4: New York, NEW YORK 10170

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 934-002 |
| NAME OF SUBMITTER: | William A. Newman |
| SIGNATURE: | /s/ William A. Newman |
| DATE SIGNED: | 10/01/2015 |

Total Attachments: 23

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COMMITMENT TRANSFER SUPPLEMENT

COMMITMENT TRANSFER SUPPLEMENT, dated as of August 31, 2015 among FEP HOLDING COMPANY LLC, a New York limited liability company ("FEPHC," referred to herein sometimes as the "Purchasing Lender"), and HOWARD MORGAN ("HM," referred to herein sometimes as the "Transferor Lender") and FEP HOLDING COMPANY LLC, a New York limited liability company, as agent (FEPHC, in such capacity, the "Agent") for Lenders under the Credit Agreement (as those terms are hereafter defined).

WITNESSETH:

WHEREAS, this Commitment Transfer Supplement is being executed and delivered in accordance with the Amended and Restated Revolving Credit and Security Agreement dated as of February 25, 2010 (as it may have been amended, restated, supplemented or otherwise modified from time to time as of the date hereof, the "Credit Agreement") by and among Franklin Electronic Publishers, Incorporated, a corporation organized under the laws of the Commonwealth of Pennsylvania ("Franklin Inc.") and Franklin Electronic Publishers (Deutschland) GmbH, a corporation organized under the laws of Germany ("Franklin GmbH") (Franklin Inc. and Franklin GmbH herein collectively called the "Borrowers" and each a "Borrower") and PNC Bank, National Association, as the initial agent for the financial institutions named in the Credit Agreement; and

WHEREAS, the Transferor Lender is selling and assigning to the Purchasing Lender, all of its rights, obligations and commitments under the Credit Agreement and the Other Documents and the Purchasing Lender is assuming all such obligations and commitments under the Credit Agreement and the Other Documents.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. All capitalized terms used herein which are not defined herein shall have the meanings given to them in the Credit Agreement.
2. Upon receipt by HM of the Purchase Price and receipt by the Agent and HM of a counterpart of this Commitment Transfer Supplement, executed by the Transferor Lender, the Purchasing Lender and Agent and consented to by the Borrowers, the transfer effected by this Commitment Transfer Supplement shall become effective (the "Transfer Effective Date").
3. Effective on the Transfer Effective Date, in consideration for [REDACTED] and the obligations of Purchasing Lender set forth herein (the "Purchase Price"), Transferor Lender hereby irrevocably sells, assigns and transfers to the Purchasing Lender, without recourse, representation or warranty (except as hereinafter provided), and the Purchasing Lender hereby irrevocably purchases and takes from Transferor Lender, 100% of the Advances and other amounts owing to the Transferor Lender under the Credit Agreement and the Other Documents and all of Transferor Lender's rights, obligations and commitments under the Credit Agreement

and the Other Documents and Purchasing Lender hereby assumes all of the obligations and commitments of the Transferor Lender under the Credit Agreement and the Other Documents.

4. (a) All principal payments that would otherwise be payable from and after the Transfer Effective Date to or for the account of Transferor Lender with respect to the Transferor Lender's Commitment Percentage pursuant to the Credit Agreement shall, instead, be payable to or for the account of such Purchasing Lender.

(b) All interest, fees and other amounts that would otherwise accrue for the account of Transferor Lender from and after the Transfer Effective Date pursuant to the Credit Agreement and the Other Documents with respect to the Transferor Lender's Commitment Percentage shall, instead, accrue for the account of, and be payable to, the Purchasing Lender.

5. Notwithstanding anything to the contrary contained in the Credit Agreement, Borrowers will, upon request of the Purchasing Lender, deliver to the Purchasing Lender a new Revolving Credit Note for the Purchasing Lender in the principal amount reflecting, in accordance with the Credit Agreement, its Commitment Percentage of the Commitment. The new Revolving Credit Note shall be dated the Transfer Effective Date and shall state that it is delivered in substitution for the Revolving Credit Note(s) executed on the Closing Date.

6. Each of the parties to this Commitment Transfer Supplement agree that at any time and from time to time upon the written request of any other party and at such other party's cost and expense, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Commitment Transfer Supplement. Without limiting the foregoing, as of the Transfer Effective Date, the Agent hereby authorizes FEPHC or its designee to file such UCC assignments with respect to any UCC financing statements on record in any jurisdiction naming any Borrower as debtor and the Agent as secured party as FEPHC may deem appropriate to reflect the assignment made in this Commitment Transfer Supplement.

7. By executing and delivering this Commitment Transfer Supplement, Transferor Lender and the Purchasing Lender confirm to and agree with each other and Agent as follows: (i) other than the representation and warranty that it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, security interest or adverse claim, Transferor Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any Other Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, the Other Documents or any other instrument or document furnished pursuant thereto; (ii) Transferor Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrowers or the performance or observance by Borrowers of any of their Obligations under the Credit Agreement or any Other Document, and the Purchasing Lender confirms that it is aware that the Borrowers are in default under the Credit Agreement as of the date hereof and that the Term of the Credit Agreement ended on April 30, 2015; (iii) the Purchasing Lender confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and such other documents and information as it has deemed appropriate to make its

own credit analysis and decision to enter into this Commitment Transfer Supplement; (iv) the Purchasing Lender will, independently and without reliance upon Agent, Transferor Lender or any other Lenders and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; and (v) the Purchasing Lender agrees that it will perform all obligations as set forth in the Credit Agreement to be performed by a Lender. Purchasing Lender confirms that it has received copies of all Security Agreements which are governed by German law and are accessory (*akzessorisch*) security and hereby ratifies (*genehmigt*) the declarations which Agent made on behalf of Purchasing Lender as future pledgee in such Security Agreements.

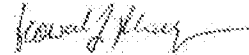
8. Notwithstanding anything to the contrary contained in the Credit Agreement or any Other Document, Borrowers hereby consent (a) to the assignment and assumption provided for herein with respect to FEPHC as the Purchasing Lender and (b) waives any prior notice thereof required under the Credit Agreement.

9. This Commitment Transfer Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

11. This Commitment Transfer Supplement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Commitment Transfer Supplement by facsimile transmission and delivery of a scanned copy of an executed signature page in pdf. format by email shall be as effective as delivery of a manually signed counterpart of this Commitment Transfer Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Commitment Transfer Supplement to be executed by their respective duly authorized officers on the date set forth above.

FEP HOLDING COMPANY LLC,
as Purchasing Lender

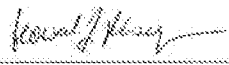


.....
Name: Howard Morgan
Title: Member

HOWARD MORGAN,
as Transferor Lender



FEP HOLDING COMPANY LLC, as Agent

By: 
.....
Name: Howard Morgan
Title: Member

CONSENTED AND AGREED TO:

FRANKLIN ELECTRONIC PUBLISHERS,
INCORPORATED

By:
Name:
Title:

FRANKLIN ELECTRONIC PUBLISHERS
(DEUTSCHLAND) GMBH

By:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Commitment Transfer Supplement to be executed by their respective duly authorized officers on the date set forth above.

FEP HOLDING COMPANY LLC,
as Purchasing Lender

.....
Name: Howard Morgan
Title: Member

HOWARD MORGAN,
as Transferor Lender

.....
FEP HOLDING COMPANY LLC, as Agent

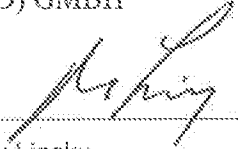
By:
Name: Howard Morgan
Title: Member

CONSENTED AND AGREED TO:

FRANKLIN ELECTRONIC PUBLISHERS,
INCORPORATED

By: 
Name: Barry Lipsky
Title: President & CEO

FRANKLIN ELECTRONIC PUBLISHERS
(DEUTSCHLAND) GMBH

By: 
Name: Barry Lipsky
Title: CEO

COMMITMENT TRANSFER SUPPLEMENT

COMMITMENT TRANSFER SUPPLEMENT, dated as of April 30, 2015 among HOWARD MORGAN ("HM", referred to herein sometimes as the "Purchasing Lender"), and PNC BANK, NATIONAL ASSOCIATION ("PNC") (PNC, in such capacity referred to herein sometimes as the "Transferor Lender") and PNC Bank, National Association, as Agent for Lenders under the Loan Agreement (as those terms are hereafter defined).

WITNESSETH:

WHEREAS, this Commitment Transfer Supplement is being executed and delivered in accordance with the Amended and Restated Revolving Credit and Security Agreement dated as of February 25, 2010 (as it may have been amended, restated, supplemented or otherwise modified from time to time as of the date hereof, the "Loan Agreement") by and among Franklin Electronic Publishers, Incorporated, a corporation organized under the laws of the Commonwealth of Pennsylvania ("Franklin Inc.") and Franklin Electronic Publishers (Deutschland) GmbH, a corporation organized under the laws of Germany ("Franklin GmbH") (Franklin Inc. and Franklin GmbH herein collectively called the "Borrowers" and each a "Borrower") and PNC, as agent for the financial institutions named in the Loan Agreement (collectively, "Lenders") (PNC, in such capacity, the "Agent"); and

WHEREAS, the Transferor Lender is selling and assigning to the Purchasing Lender, all of its rights, obligations and commitments under the Loan Agreement and the Other Documents and the Purchasing Lender is assuming all such obligations and commitments under the Loan Agreement and the Other Documents.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. All capitalized terms used herein which are not defined herein shall have the meanings given to them in the Loan Agreement.
2. Upon receipt by PNC of the Purchase Price and receipt by the Agent and PNC of a counterpart of this Commitment Transfer Supplement, executed by the Transferor Lender, the Purchasing Lender and Agent and consented to by the Borrowers, the transfer effected by this Commitment Transfer Supplement shall become effective (the "Transfer Effective Date").
3. On April 30, 2015, Purchasing Lender shall pay to Transferor Lender, in immediately available funds, the amount set forth as the Purchase Price on Schedule I hereto (the "Purchase Price"), by wire transfer in accordance with the instructions set forth on Schedule I hereto. The Transferor Lender and the Purchasing Lender agree that up to [REDACTED] of the amount of funds so deposited with the Agent as collateral security for the Obligations under Savings Account No. 22-0112-1656 (the "Collateral Account") shall be credited to the payment of the Purchase Price and the Agent and the Transferor Lender are hereby authorized by HM to

effect a transfer of such funds to the Transferor Lender in such manner as they deem appropriate. The Agent shall, promptly upon request by HM after the Transfer Effective Date, pay any remaining balance in the Collateral Account as directed by HM, and the Agent, the Transferor Lender and HM hereby agree that immediately after the payment of such balance, the Pledge Agreement dated as of the 20th day of September, 2011, made by HM in favor of the Agent, shall automatically be terminated and be of no further force or effect without any further act or deed by the Agent or HM. Effective on the Transfer Effective Date, Transferor Lender hereby irrevocably sells, assigns and transfers to the Purchasing Lender, without recourse, representation or warranty (except as hereinafter provided), and the Purchasing Lender hereby irrevocably purchases and takes from Transferor Lender, 100% of the Advances and other amounts owing to the Transferor Lender under the Loan Agreement and the Other Documents and all of Transferor Lender's rights, obligations and commitments under the Loan Agreement and the Other Documents and Purchasing Lender hereby assumes all of the obligations and commitments of the Transferor Lender under the Loan Agreement and the Other Documents.

4. (a) All principal payments that would otherwise be payable from and after the Transfer Effective Date to or for the account of Transferor Lender with respect to the Transferor Lender's Commitment Percentage pursuant to the Loan Agreement shall, instead, be payable to or for the account of such Purchasing Lender.

(b) All interest, fees and other amounts that would otherwise accrue for the account of Transferor Lender from and after the Transfer Effective Date pursuant to the Loan Agreement and the Other Documents with respect to the Transferor Lender's Commitment Percentage shall, instead, accrue for the account of, and be payable to, the Purchasing Lender.

5. Notwithstanding anything to the contrary contained in the Loan Agreement, Borrowers will, upon request of the Purchasing Lender, deliver to the Purchasing Lender a new Revolving Credit Note for the Purchasing Lender in the principal amount reflecting, in accordance with the Loan Agreement, its Commitment Percentage of the Commitment. The new Revolving Credit Note shall be dated the Transfer Effective Date and shall state that it is delivered in substitution for the Revolving Credit Note(s) executed on the Closing Date.

6. Each of the parties to this Commitment Transfer Supplement agree that at any time and from time to time upon the written request of any other party and at such other party's cost and expense, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Commitment Transfer Supplement. Without limiting the foregoing, as of the Transfer Effective Date, the Agent hereby authorizes HM or his designee to file such UCC assignments with respect to any UCC financing statements on record in any jurisdiction naming any Borrower as debtor and the Agent as secured party as HM may deem appropriate to reflect the assignment made in this Commitment Transfer Supplement.

7. By executing and delivering this Commitment Transfer Supplement, Transferor Lender and the Purchasing Lender confirm to and agree with each other and Agent as follows: (i) other than the representation and warranty that it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, security interest or adverse claim,

Transferor Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or any Other Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement, the Other Documents or any other instrument or document furnished pursuant thereto; (ii) Transferor Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrowers or the performance or observance by Borrowers of any of their Obligations under the Loan Agreement or any Other Document, and the Purchasing Lender confirms that it is aware that the Borrowers are in default under the Loan Agreement as of the date hereof and that the Term of the Loan Agreement ended or will end on April 30, 2015; (iii) the Purchasing Lender confirms that it has received a copy of the Loan Agreement, together with copies of such financial statements and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Commitment Transfer Supplement; (iv) the Purchasing Lender will, independently and without reliance upon Agent, Transferor Lender or any other Lenders and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement; (v) until the Agent's resignation becomes effective as provided herein, the Purchasing Lender appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under the Loan Agreement as are delegated to the Agent by the terms thereof and Agent agrees to accept such appointment and exercise all such powers in accordance with the terms of the Loan Agreement; and (vi) the Purchasing Lender agrees that it will perform all obligations as set forth in the Loan Agreement to be performed by a Lender. Purchasing Lender confirms that it has received copies of all Security Agreements which are governed by German law and are accessory (*akzessorisch*) security and hereby notifies (*genehmigt*) the declarations which Agent made on behalf of Purchasing Lender as future pledgee in such Security Agreements.

8. Notwithstanding anything to the contrary contained in the Loan Agreement or any Other Document, Borrowers hereby consent (a) to the assignment and assumption provided for herein with respect to HM as the Purchasing Lender and (b) to the resignation of PNC as Agent under the Loan Agreement and the Other Documents and waives any prior notice thereof required under the Loan Agreement.


9. The Agent hereby resigns as Agent under the Loan Agreement and the Other Documents effective as of the Transfer Effective Date.

10. This Commitment Transfer Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

11. This Commitment Transfer Supplement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Commitment Transfer Supplement by facsimile transmission and delivery of a scanned copy of an executed signature page in pdf format by email shall be as effective as delivery of a manually signed counterpart of this Commitment Transfer Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Commitment Transfer Supplement to be executed by their respective duly authorized officers on the date set forth above.

HOWARD MORGAN,
as Purchasing Lender



PNC BANK, NATIONAL ASSOCIATION,
as Transferor Lender

By: _____

Name:

Title:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: _____

Name:

Title:

CONSENTED AND AGREED TO:

FRANKLIN ELECTRONIC PUBLISHERS,
INCORPORATED

By: _____

Name:

Title:

FRANKLIN ELECTRONIC PUBLISHERS
(DEUTSCHLAND) GMBH

By: _____

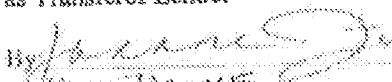
Name:

Title:

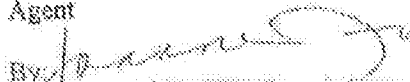
IN WITNESS WHEREOF, the parties hereto have caused this Commitment Transfer Supplement to be executed by their respective duly authorized officers on the date set forth above.

HOWARD MORGAN,
as Purchasing Lender

PNC BANK, NATIONAL ASSOCIATION,
as Transferor Lender

By: 
Name: Joanne Fa
Title: AVP

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: 
Name: Joanne Fa
Title: AVP

CONSENTED AND AGREED TO:

FRANKLIN ELECTRONIC PUBLISHERS,
INCORPORATED

By: _____
Name:
Title:

FRANKLIN ELECTRONIC PUBLISHERS
(DEUTSCHLAND) GMBH

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Commitment Transfer Supplement to be executed by their respective duly authorized officers on the date set forth above.

HOWARD MORGAN,
as Purchasing Lender

PNC BANK, NATIONAL ASSOCIATION,
as Transferor Lender

By: _____

Name:

Title:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: _____

Name:

Title:

CONSENTED AND AGREED TO:

FRANKLIN ELECTRONIC PUBLISHERS,
INCORPORATED

By: _____ 

Name: Barry Lipsky

Title: President & CEO

FRANKLIN ELECTRONIC PUBLISHERS
(DEUTSCHLAND) GMBH

By: _____ 

Name: Barry Lipsky

Title: President & CEO

AMENDED AND RESTATED SECURITY AGREEMENT -
TRADEMARKS

THIS AMENDED AND RESTATED SECURITY AGREEMENT - TRADEMARKS (the "Security Agreement") is executed as of this 25th day of February, 2010, by and between FRANKLIN ELECTRONIC PUBLISHERS, INCORPORATED a Pennsylvania Corporation (the "Grantor") with an address at One Franklin Plaza, Burlington, New Jersey and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for the various financial institutions named in the Amended and Restated Credit and Security Agreement dated as of the date hereof (the "Credit Agreement") or which hereafter become a party thereto as lenders (the "Lenders") (PNC, in such capacity, the "Agent") with an address at 340 Madison Avenue, 11th Floor, New York, New York 10173 and amends and restates that certain Security Agreement - Trademarks, dated as of December 7, 2004 by and between Grantor and the Agent. This Security Agreement is incorporated into and made part of certain other financing documents and security agreements executed by and between the Grantor and the Agent or by and between the Borrowers (as defined in the Revolving Credit and Security Agreement dated the date hereof) and the Agent (all such documents including this Security Agreement being collectively referred to as "Other Documents"). All capitalized terms not otherwise defined in this Security Agreement shall have the same meanings ascribed to such terms in the other Other Documents.

The Grantor has United States trademark registrations listed on Schedule "A" attached hereto and made part hereof (the "Trademarks").

The Agent desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Credit Agreement) to the Agent, for the benefit of the Lenders, and the Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Other Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Agent, for the benefit of the Lenders, in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks and any intent-to-use applications for registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

(10549869.4) {10549869:3

2. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) to the best of Grantor's knowledge, each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Security Agreement and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Security Agreement, proper notice, as required by 15 U.S.C. § 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in products and services leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned (without Agent's prior written consent, which shall not be unreasonably withheld), unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Agent immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Covenants. The Grantor further covenants to the Agent that until all of the Obligations have been satisfied in full: (a) (without Agent's prior written consent, which in the case of abandonment shall not be unreasonably withheld), the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Security Agreement or which restrict or impair the Agent's rights hereunder; and (c) if the Grantor acquires additional United States registrations on trademarks or rights to any new intent-to-use Trademarks, the provisions of this Security Agreement shall automatically apply thereto and the Grantor shall give the Agent prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

4. Exclusive Use of Trademarks. So long as this Security Agreement is in effect and so long as the Grantor has not received notice from the Agent that an Event of Default has occurred under the Other Documents, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

5. Negative Pledge. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Agent. The Grantor shall defend the Trademarks against and

shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Agent in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

6. No Additional Trademarks. As of the date hereof, the Grantor does not own any trademarks that are registered in or are the subject of pending applications in the United States Patent and Trademark Office, other than those grants, registrations or applications for registrations as listed on Schedule A annexed hereto and made a part hereof.

7. Fledge of Additional Trademarks. The Grantor hereby grants the Agent a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Security Agreement by amending Schedule A, as applicable, to include any future registered United States trademarks covered by this Security Agreement.

8. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Other Documents, the Grantor hereby covenants and agrees that the Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Other Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Security Agreement and the Other Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Security Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Agent such documents as the Agent shall reasonably request to permanently assign all rights in the Trademarks to the Agent, which documents shall be held by the Agent, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Agent may, at its sole option, record such documents with the Patent and Trademark Office.

9. Subject to Security Agreement. This Security Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. Inconsistent with Security Agreement. All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Other Documents. In the event of an inconsistency between this Security Agreement and the Revolving Credit Security Agreement, the language of the Revolving Credit and Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

11. Termination of Agreement. Upon payment and performance of all Obligations under the Other Documents, the Agent shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Agent therein.

12. Prosecution of Trademark Applications. The Grantor shall have the right to bring suit in its own name to enforce the Trademarks. If the Grantor deems it necessary to join the Agent as a nominal party, it may do so but only if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Agent in the fulfillment of the provisions of this paragraph.

13. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Agent and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product or service manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Agent under any license for a Trademark for any sum owing thereunder, or to enforce any provisions of such license, the Grantor will indemnify and keep the Agent harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Agent.

14. Agent's Rights. The Agent may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Agent to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the

Obligations of the Grantor to the Agent, the Trademarks, or the right, title and interest granted the Agent herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Agent to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Other Documents.

15. Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Agent of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Agent, shall join with the Agent, at the Grantor's expense, in such action as the Agent, in its reasonable discretion, may deem advisable for the protection of the Agent's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

16. Additional Remedies. Upon the occurrence of an Event of Default under the Other Documents, the Agent may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Agent's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

17. Governing Law. THIS SECURITY AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

18. Counterparts. This Security Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[Signature Page To Amended and Restated Security Agreement - Trademarks]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

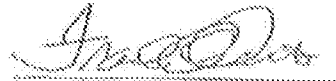
FRANKLIN ELECTRONIC
PUBLISHERS INCORPORATED



Print Name: Barbara Anderson

Title: _____ Title: _____



By: 


Print Name: FRANK A. MUST
VP & CFO

STATE OF NJ)
COUNTY OF Burlington)

ss:

On this the 26th day of February, 2010 before me, a Notary Public, the undersigned officer, personally appeared Frank A. Must who acknowledged himself/herself to be the VP of Franklin Electronic Publishers Incorporated, a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
ATTORNEY - AT - LAW
State of New Jersey

Schedule A
FRANKLIN ELECTRONIC PUBLISHERS
U.S. TRADEMARK REGISTRATIONS

| <u>MARK</u> | <u>REG. NO.</u> |
|-----------------------------------|--------------------|
| SPELLING ACE | Reg. No. 1,459,047 |
| FRANKLIN | Reg. No. 1,478,400 |
| FRANKLIN LOGO (High Tech Logo) | Reg. No. 1,608,922 |
| NEXT CENTURY | Reg. No. 1,828,823 |
| CONFUSABLES | Reg. No. 1898,747 |
| CLASSMATES | Reg. No. 1,925,234 |
| BOOKMAN | Reg. No. 1,896,789 |
| FRANKLIN (High Tech Logo) | Reg. No. 2,676,279 |
| COMMUNICATOR | Reg. No. 2,849,036 |
| TOUCHFILE | Reg. No. 2,884,957 |
| LANGUAGE LEARNING TOOLBOX | Reg. No. 3337349 |
| ENGLISH IN YOUR POCKET | Reg. No. 3269732 |
| PAGEMARK | Reg. No. 3278073 |
| INGLES EN SU BOLSILLO | Reg. No. 3060768 |
| E-Z FILE | Reg. No. 2952602 |
| SPEAKING SPELLING ACE | Reg. No. 2132170 |

TRADEMARK ASSIGNMENT

WHEREAS, FRANKLIN ELECTRONIC PUBLISHERS, INCORPORATED (the "Grantor") is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 340 Madison Avenue, 11th Floor, New York, New York 10173, identified as the "Agent", for the benefit of the "Lenders" under that certain Amended and Restated Security Agreement - Trademarks (the "Security Agreement") of even date herewith (the "Grantee") is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

WHEREAS, the Security Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this day of February, 2010.

WITNESS / ATTEST:

FRANKLIN ELECTRONIC PUBLISHERS,
INCORPORATED

By: _____ (SEAL)

Print Name: _____ Print Name:

Title: _____ Title:
(include title only if an officer of entity signing to the right)

