

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROQUEST LP		12/15/2015	LIMITED PARTNERSHIP:
PROQUEST LLC		12/15/2015	LIMITED LIABILITY COMPANY:
DIALOG LLC		12/15/2015	LIMITED LIABILITY COMPANY:
EBRARY		12/15/2015	CORPORATION:
EX LIBRIS (USA) INC.		12/15/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A. AS COLLATERAL AGENT
Street Address:	100 N. TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL BANKING ASSOCIATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 105

Property Type	Number	Word Mark
Registration Number:	1597882	ABI/INFORM
Registration Number:	4095555	ACADEMIC COMPLETE
Registration Number:	3361166	ACCUCITE
Registration Number:	3218423	AEROBASE
Registration Number:	0910505	AMERICAN BOOK PUBLISHING RECORD
Registration Number:	1170519	AQUALINE
Registration Number:	2069526	ARCHIVESUSA
Registration Number:	2370830	BOOKS IN PRINT
Registration Number:	1510084	BOOKS IN PRINT
Registration Number:	2351773	BOOKS IN PRINT
Registration Number:	1577739	BOOKS IN PRINT SUPPLEMENT
Registration Number:	2002505	BOOKS ON DEMAND
Registration Number:	1674018	BOWKER
Registration Number:	1644374	BOWKER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1641492	BOWKER
Registration Number:	1399792	BUSINESS DATELINE
Registration Number:	3801450	C COUTTS
Registration Number:	1594157	CHILDREN'S BOOKS IN PRINT
Registration Number:	3207078	CHRONOLOG
Registration Number:	1171020	CIS
Registration Number:	1173576	CIS
Registration Number:	1948843	COMMUNITY OF SCIENCE
Registration Number:	3108388	CONFERENCE PAPERS INDEX
Registration Number:	3488650	COS
Registration Number:	3804894	COS
Registration Number:	2264713	COS EXPERTISE
Registration Number:	2682830	COS FUNDING ALERT
Registration Number:	2682837	COS FUNDING OPPORTUNITIES
Registration Number:	3447264	COS WORKBENCH
Registration Number:	3743544	COUTTS
Registration Number:	3612773	CSA ILLUMINA
Registration Number:	3717237	CSA ILLUSTRATA
Registration Number:	4564375	DASH
Registration Number:	1729896	DIALOG
Registration Number:	1024906	DIALOG
Registration Number:	3075302	DIALOG NEWSROOM
Registration Number:	3750845	DIGITAL MICROFILM
Registration Number:	2570625	E
Registration Number:	2324706	E LIBRARY
Registration Number:	2541016	EBRARY
Registration Number:	1560298	EL-HI TEXTBOOKS AND SERIALS IN PRINT
Registration Number:	1066451	ENVIROLINE
Registration Number:	4506558	FLOW
Registration Number:	2616511	GENDERWATCH
Registration Number:	2325030	GOVERNMENT REPORTER
Registration Number:	4012453	GRADSHARE
Registration Number:	4086627	GRADSHARE
Registration Number:	4012447	GRADSHARE
Registration Number:	4040726	HERITAGEQUEST
Registration Number:	2253777	HOMEWORK CENTRAL
Registration Number:	3761965	IAPPROVE
Registration Number:	2331477	IIMP

Property Type	Number	Word Mark
Registration Number:	3612772	ILLUMINA
Registration Number:	4384831	ILLUSTRATA
Registration Number:	4696320	INTOTA
Registration Number:	2676283	KNOWLEDGENOTES
Registration Number:	3232260	LITERATURE ONLINE
Registration Number:	2251876	
Registration Number:	2243955	MATERIALS BUSINESS FILE
Registration Number:	1400950	METADEX
Registration Number:	3562887	MYILIBRARY
Registration Number:	3707281	OASIS
Registration Number:	1403975	PAIS
Registration Number:	1988446	PAIS INTERNATIONAL
Registration Number:	1675555	PAIS INTERNATIONAL IN PRINT
Registration Number:	3253274	PAPERSINVITED
Registration Number:	1335218	PHONEFICHE
Registration Number:	4502097	PIVOT
Registration Number:	4265326	PIVOT
Registration Number:	1332623	PNI
Registration Number:	3195098	PRISMA PUBLICACIONES Y REVISTAS SOCIALES
Registration Number:	1656697	PROQUEST
Registration Number:	4392765	PROQUEST
Registration Number:	2751655	PROQUEST
Registration Number:	2468946	PROQUEST
Registration Number:	4376976	PROQUEST
Registration Number:	4392816	PROQUEST
Registration Number:	4403788	PROQUEST
Registration Number:	4392817	PROQUEST
Registration Number:	1426524	PUBLIC AFFAIRS INFORMATION SERVICE
Registration Number:	3147157	QUIKBIB
Registration Number:	3539561	REFAWARE
Registration Number:	3391894	REFSHARE
Registration Number:	2665966	REFWORKS
Registration Number:	4518620	REFWORKS FLOW
Registration Number:	3324070	SCHOLAR UNIVERSE
Registration Number:	4210356	BX
Registration Number:	3381841	SCHOLAR UNIVERSE
Registration Number:	3287952	
Registration Number:	2556145	SERIALS SOLUTIONS

Property Type	Number	Word Mark
Registration Number:	4831870	SIRS
Registration Number:	1881999	SIRS GOVERNMENT REPORTER
Registration Number:	2715316	SIRS INTERACTIVE CITIZENSHIP
Registration Number:	2567241	SIRS KNOWLEDGE SOURCE
Registration Number:	1888318	SIRS RESEARCHER
Registration Number:	3707282	SOLUTION
Registration Number:	3986748	SUMMON
Registration Number:	3990933	
Registration Number:	2744094	TOXFILE
Registration Number:	4560641	UDINI
Registration Number:	2415333	ULRICH'S PERIODICALS DIRECTORY
Registration Number:	1688812	UMI
Serial Number:	86461967	EBOOK CENTRAL
Serial Number:	86461977	PROQUEST EBOOK CENTRAL
Serial Number:	86563326	SIRS

CORRESPONDENCE DATA

Fax Number: 2128225178

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: 2125305178

Email: lkass@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 1: 28 Liberty Street

Address Line 2: c/o Lawrence Kass

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.67900
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	12/17/2015

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 15, 2015, is entered into by each of the undersigned (each, a "Grantor") in favor of Bank of America, N.A., as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as referred to in the Second Lien Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

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 and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in, or incorporated by reference in, the Second Lien Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any "intent-to-use" Trademark application prior to the filing 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 such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and 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 Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Counterparts. This Agreement may be executed in any number of 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.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

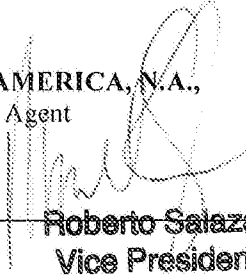
GRANTORS:

**PROQUEST LP
PROQUEST LLC
DIALOG LLC
EBRARY
EX LIBRIS (USA) INC.**

By: Larisa Avner Trainor
Name: Larisa Avner Trainor
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

BANK OF AMERICA, N.A.,
as Collateral Agent


By: 
Name: **Roberto Salazar**
Title: **Vice President**



[Signature Page to Second Lien Trademark Security Agreement]


TRADEMARK
REEL: 005691 FRAME: 0606




SCHEDULE A



TRADEMARKS AND TRADEMARK APPLICATIONS

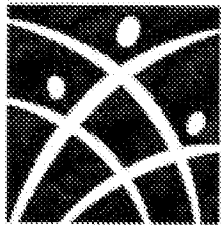
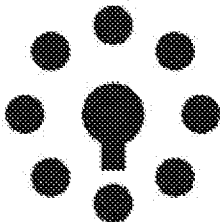
<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
ProQuest LLC	ABI/INFORM	USA	Registration No. 1,597,882
ebrary	ACADEMIC COMPLETE	USA	Registration No. 4,095,555
ProQuest LLC	ACCUCITE	USA	Registration No. 3,361,166
Dialog LLC	AEROBASE	USA	Registration No. 3,218,423
ProQuest LLC	AMERICAN BOOK PUBLISHING RECORD	USA	Registration No. 0,910,505
ProQuest LLC	AQUALINE	USA	Registration No. 1,170,519
ProQuest LLC	ARCHIVESUSA	USA	Registration No. 2,069,526
ProQuest LLC	BOOKS IN PRINT	USA	Registration No. 2,370,830
ProQuest LLC	BOOKS IN PRINT	USA	Registration No. 1,510,084
ProQuest LLC	BOOKS IN PRINT	USA	Registration No. 2,351,773
ProQuest LLC	BOOKS IN PRINT SUPPLEMENT	USA	Registration No. 1,577,739
ProQuest LLC	BOOKS ON DEMAND	USA	Registration No. 2,002,505
ProQuest LLC	BOWKER	USA	Registration No. 1,674,018
ProQuest LLC	BOWKER	USA	Registration No. 1,644,374
ProQuest LLC	BOWKER	USA	Registration No. 1,641,492
ProQuest LLC	BUSINESS DATELINE	USA	Registration No. 1,399,792
ProQuest LLC	C COUTTS & Design 	USA	Registration No. 3,801,450
ProQuest LLC	CHILDREN'S BOOKS IN PRINT	USA	Registration No. 1,594,157
Dialog LLC	CHRONOLOG	USA	Registration No. 3,207,078
ProQuest LLC	CIS	USA	Registration No. 1,171,020
ProQuest LLC	CIS	USA	Registration No. 1,173,576
ProQuest LLC	COMMUNITY OF SCIENCE	USA	Registration No. 1,948,843
ProQuest LLC	CONFERENCE PAPERS INDEX	USA	Registration No. 3,108,388

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
ProQuest LLC	COS	USA	Registration No. 3,488,650
ProQuest LLC	COS & Design 	USA	Registration No. 3,804,894
ProQuest LLC	COS EXPERTISE	USA	Registration No. 2,264,713
ProQuest LLC	COS FUNDING ALERT	USA	Registration No. 2,682,830
ProQuest LLC	COS FUNDING OPPORTUNITIES	USA	Registration No. 2,682,837
ProQuest LLC	COS WORKBENCH	USA	Registration No. 3,447,264
ProQuest LLC	COUTTS	USA	Registration No. 3,743,544
ProQuest LP	CSA ILLUMINA	USA	Registration No. 3,612,773
ProQuest LP	CSA ILLUSTRATA	USA	Registration No. 3,717,237
ebrary	DASH	USA	Registration No. 4564375
Dialog LLC	DIALOG	USA	Registration No. 1,729,896
Dialog LLC	DIALOG	USA	Registration No. 1,024,906
Dialog LLC	DIALOG NEWSROOM	USA	Registration No. 3,075,302
ProQuest LLC	DIGITAL MICROFILM	USA	Registration No. 3,750,845
ebrary	E (Stylized) 	USA	Registration No. 2,570,625
ProQuest LLC	E LIBRARY	USA	Registration No. 2,324,706
ProQuest LLC	EBOOK CENTRAL	USA	Application No. 86/461,967
ebrary	EBRARY	USA	Registration No. 2,541,016
ProQuest LLC	EL-HI TEXTBOOKS AND SERIALS IN PRINT	USA	Registration No. 1,560,298

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
ProQuest LLC	ENVIROLINE	USA	Registration No. 1,066,451
ProQuest LLC	FLOW	USA	Registration No. 4,506,558
ProQuest LLC	GENDERWATCH	USA	Registration No. 2,616,511
ProQuest LLC	GOVERNMENT REPORTER	USA	Registration No. 2,325,030
ProQuest LLC	GRADSHARE	USA	Registration No. 4,012,453
ProQuest LLC	GRADSHARE	USA	Registration No. 4,086,627
ProQuest LLC	GRADSHARE	USA	Registration. No. 4,012,447
ProQuest LLC	HERITAGEQUEST	USA	Registration No. 4,040,726
ProQuest LLC	HOMEWORK CENTRAL	USA	Registration No. 2,253,777
ProQuest LLC	IAPPROVE	USA	Registration No. 3,761,965
ProQuest LLC	IIMP	USA	Registration No. 2,331,477
ProQuest LP	ILLUMINA	USA	Registration No. 3,612,772
ProQuest LP	ILLUSTRATA	USA	Registration No. 4,384,831
ProQuest LLC	INTOTA	USA	Registration No. 4,696,320
ProQuest LLC	KNOWLEDGENOTES	USA	Registration No. 2,676,283
ProQuest LLC	LITERATURE ONLINE LITERATURE ONLINE	USA	Registration No. 3,232,260
ProQuest LLC	Literature Online Logo Design 	USA	Registration No. 2,251,876
ProQuest LLC	MATERIALS BUSINESS FILE	USA	Registration No. 2,243,955
ProQuest LLC	METADEX	USA	Registration No. . 1,400,950
ProQuest LLC	MYLIBRARY	USA	Registration No. 3,562,887
ProQuest LLC	OASIS	USA	Registration No. 3,707,281
ProQuest LLC	PAIS	USA	Registration No. 1,403,975

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
ProQuest LLC	PAIS INTERNATIONAL	USA	Registration No. 1,988,446
ProQuest LLC	PAIS INTERNATIONAL IN PRINT	USA	Registration No. 1,675,555
ProQuest LLC	PAPERSINVITED (Stylized) PapersInvited	USA	Registration No. 3,253,274
ProQuest LLC	PHONEFICHE	USA	Registration. No. 1,335,218
ProQuest LLC	PIVOT	USA	Registration No. 4,502,097
ProQuest LLC	PIVOT	USA	Registration No. 4,265,326
ProQuest LLC	PNI	USA	Registration No. 1,332,623
ProQuest LLC	PRISMA PUBLICACIONES Y REVISTAS SOCIALES Y HUMANISTICAS	USA	Registration No. 3,195,098
ProQuest LLC	PROQUEST	USA	Registration No. 1,656,697
ProQuest LLC	PROQUEST	USA	Registration No. 4,392,765
ProQuest LLC	PROQUEST	USA	Registration No. 2,751,655
ProQuest LLC	PROQUEST	USA	Registration No. 2,468,946
ProQuest LLC	PROQUEST (Stylized) & Design 	USA	Registration No. 4,376,976
ProQuest LLC	PROQUEST (Stylized) & Design 	USA	Registration No. 4,392,816
ProQuest LLC	PROQUEST (Stylized) & Design 	USA	Registration No. 4,403,788

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
ProQuest LLC	PROQUEST (Stylized) & Design 	USA	Registration No. 4,392,817
ProQuest LLC	PROQUEST EBOOK CENTRAL	USA	Application No. 86/461,977
ProQuest LLC	PUBLIC AFFAIRS INFORMATION SERVICE	USA	Registration No. 1,426,524
ProQuest LLC	QUIKBIB (Stylized) QUIKBIB	USA	Registration No. 3,147,157
ProQuest LLC	REFAWARE (Stylized) RefAware	USA	Registration No. 3,539,561
ProQuest LLC	REFSHARE (Stylized) RefShare	USA	Registration No. 3,391,894
ProQuest LLC	REFWORKS	USA	Registration No. 2,665,966
ProQuest LLC	REFWORKS FLOW	USA	Registration No. 4,518,620
ProQuest LLC	SCHOLAR UNIVERSE	USA	Registration No. 3,324,070
Ex Libris (USA) Inc.	bX	USA	Registration No. 4,210,356
ProQuest LLC	SCHOLAR UNIVERSE & Design 	USA	Registration No. 3,381,841

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
ProQuest LLC	Scholar Universe Logo Design 	USA	Registration No. 3,287,952
ProQuest LLC	SERIALS SOLUTIONS	USA	Registration No. 2,556,145
ProQuest LLC	SIRS	USA	Registration No. 4,831,870
ProQuest LLC	SIRS	USA	Application No. 86/563,326
ProQuest LLC	SIRS GOVERNMENT REPORTER	USA	Registration No. 1,881,999
ProQuest LLC	SIRS INTERACTIVE CITIZENSHIP	USA	Registration No. 2,715,316
ProQuest LLC	SIRS KNOWLEDGE SOURCE	USA	Registration No. 2,567,241
ProQuest LLC	SIRS RESEARCHER	USA	Registration No. 1,888,318
ProQuest LLC	SOLUTION	USA	Registration No. 3,707,282
ProQuest LLC	SUMMON	USA	Registration No. 3,986,748
ProQuest LLC	Summon Logo Design 	USA	Registration No. 3,990,933
Dialog LLC	TOXFILE	USA	Registration No. 2,744,094
ProQuest LLC	UDINI	USA	Registration No. 4,560,641
ProQuest LLC	ULRICH'S PERIODICALS DIRECTORY	USA	Registration No. 2,415,333
ProQuest LLC	UMI	USA	Registration No. 1,688,812