

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443191

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jones & Bartlett Learning, LLC		07/12/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank, PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	National Banking Association: UNITED KINGDOM

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4224345	30
Registration Number:	4232481	A+
Registration Number:	3010775	FISDAP
Registration Number:	4331705	
Registration Number:	4228843	
Registration Number:	4228844	
Registration Number:	4957638	GEMS
Registration Number:	4472627	CDX AUTOMOTIVE
Registration Number:	4438435	EMERGENCY CARE & SAFETY INSTITUTE
Registration Number:	4331248	TARASCON
Registration Number:	4472626	UGLY'S
Registration Number:	2662248	EMS FIELD GUIDE
Registration Number:	2376259	FIRE & RESCUE FIELD GUIDE
Registration Number:	3311690	I
Registration Number:	3135103	I INFORMED
Registration Number:	3310330	INFORMED
Registration Number:	3210183	INFORMED
Registration Number:	4076059	JONES & BARTLETT LEARNING
Registration Number:	4076058	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2386748	JONES AND BARTLETT
Registration Number:	2467220	TARASCON PUBLISHING
Registration Number:	2627130	TARASCON POCKET PHARMACOPOEIA
Registration Number:	2536154	UGLY'S
Serial Number:	86100561	EUREKA
Serial Number:	86100602	EUREKA GRAPH
Serial Number:	86955354	CDX
Serial Number:	87475399	PUBLIC SAFETY GROUP

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Melony Sot
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172644 Jones and B TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	09/14/2017

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2017, by Jones & Bartlett Learning, LLC (the “**Grantor**”), in favor of Barclays Bank PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of July 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights

and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JONES & BARTLETT LEARNING, LLC, as a
Grantor

By:



Name: William J. Aliber

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

BARCLAYS BANK PLC as Collateral Agent

By: 

Name:

Title:

Richard Glenn
Vice President

Schedule I

United States Trademark Registrations and Applications

Title	App. No./ Reg. No.
30 & design	4224345
CDX	86/955354
A+ & design	4232481
FISDAP & design	3010775
DESIGN ONLY	4331705
DESIGN ONLY	4228843
DESIGN ONLY	4228844
GEMS	4957638
EUREKA & design	86/100561
EUREKA GRAPH	86/100602
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