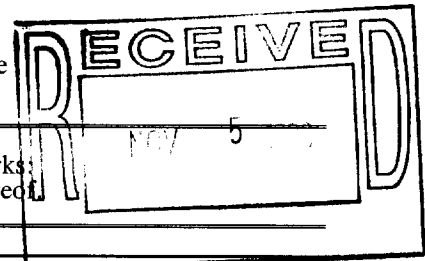


11-17-1998

U.S



ET Office



11/5/98

To the Please record the attached original documents or copy thereof

100879574

rademarks

<p>1. Name of Conveying Party(ies): Joseph-Beth Booksellers, LLC</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited  <input type="checkbox"/> Corporation-State      <input type="checkbox"/> Partnership  <input checked="" type="checkbox"/> Other <u>Tennessee Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>2. Name and address of Receiving Party(ies)</p> <p>Name: <u>Thelma Kidd and Karen B. Davis, successor in interest to DK Booksellers, Inc.</u>  Internal  Address _____  Street _____  Address <u>1212 Taggartwood</u>  City: <u>Brentwood</u> State: <u>TN</u> ZIP: <u>37027</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Tennessee</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional names and address attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p>_____ Assignment      _____ Merger  _____ Security Agreement  _____ Change of Name  <input checked="" type="checkbox"/> Other <u>Second Amendment to Security Agreement</u></p> <p>Execution Date: <u>October 9, 1998</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark registration No.(s)  <u>1,808,194</u>  <u>1,796,600</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mary Ward</u>  Internal  Address: <u>Boult, Cummings, Connors &amp; Berry</u>  Street _____  Address: <u>414 Union Street, Suite 1600</u>  City: <u>Nashville</u>  State: <u>TN</u> ZIP: <u>37219</u></p>	<p>6. Total number of applications and registrations involved? ..... 2</p> <p>7. Total fee (37 CFR 3.41) ..... \$65.00  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

11/16/1998 DUYEN 00000295 1808194

(DO NOT USE THIS SPACE)

01 FC:481  
02 FC:482

40.00 DP  
25.00 DP

9. Statement and Signature

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Mary Ward      Mary Ward      11/11/98  
Name of person signing      Signature      Date

**SECOND AMENDMENT TO  
SECURITY AGREEMENT**

This Second Amendment to Security Agreement ("Amendment") is entered into as of the 9<sup>th</sup> day of October, 1998, by Thelma Kidd and Karen B. Davis ("Lender"), successor in interest to DK Booksellers, Inc., and Joseph-Beth Booksellers, LLC ("Borrower"), a Tennessee limited liability company.

**R E C I T A L S:**

**WHEREAS**, Lender and Borrower previously entered into various documents dated as of October 31, 1997, relating to certain credit extended by Lender to Borrower (the "Existing Credit"), which documents include, but are not limited to, a Security Agreement (the "Security Agreement"); and

**WHEREAS**, Lender and Borrower previously amended the Security Agreement, as evidenced by that First Amendment to Security Agreement dated May 29, 1998; and

**WHEREAS**, Lender and Borrower wish to further amend the Security Agreement on the terms and conditions set forth herein;

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Secured Indebtedness.** The Security Agreement is hereby amended by deleting Section 1 of Security Agreement and substituting the following therefor:

1. **Definition of Secured Indebtedness.** As used herein, "Secured Indebtedness" shall mean (i) the obligations of Borrower evidenced by that Promissory Note dated October 31, 1997, made by Borrower in the principal amount of \$2,500,000.00 payable to the order of Lender (the "Note"), as amended by that First Amendment to Promissory Note dated May 29, 1998, reducing the original principal amount of the Note to \$2,021,278.00, and that Second Amendment to Security Agreement dated October 9, 1998, (ii) the obligations of Borrower under this Agreement, (iii) the obligations of Borrower evidenced by all other documents now or hereafter evidencing or securing the obligations described in (i) and (ii) of this Section, and (iv) all modifications, adjustments, extensions, increases and renewals of the foregoing.

2. The Security Agreement is hereby amended by deleting Subsection 21(l) of Security Agreement and substituting the following therefor:

(l) Financial Covenants. Borrower shall maintain the following financial requirements as determined by GAAP:

(i) Debt Coverage Ratio. At the end of each fiscal quarter, Borrower's Debt Coverage Ratio for the consecutive twelve (12) month period ending as of such date shall not be less than 1.2 to 1; provided that during the period from the date hereof through and including October 31, 1999, compliance with this covenant shall be determined pursuant to the Annualizing Process as defined in the Loan and Agreement between Borrower and Finova Capital Corporation dated October 9, 1998.

3. The Security Agreement is hereby amended by deleting Section 36 of Security Agreement and substituting the following therefor:

36. Subordination. PURSUANT TO THE TERMS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF OCTOBER 9, 1998, AMONG FINOVA CAPITAL CORPORATION ("SENIOR LENDER"), BORROWER AND LENDER, THE SECURITY AGREEMENT IS SUBORDINATE TO CERTAIN INDEBTEDNESS TO SENIOR LENDER TO THE EXTENT SET FORTH IN SUCH SUBORDINATION AGREEMENT.

4. The Security Agreement is hereby amended by deleting the phrase "First American National Bank" from Section 3 on Schedule 3(b) and substituting "Finova Capital Corporation" therefor.

5. The Security Agreement is hereby amended by deleting the address set forth on Schedule 15 and substituting the following therefor: 1727 eastern Avenue, Cincinnati, Ohio 45052.

6. The Security Agreement is hereby amended by deleting sections 6 and 7 from Schedule 20(i) and substituting the following therefor:

6. Finova Revolving Note in the amount of \$7,000,000.

7. Finova Promissory Note in the amount of \$500,000.

7. Warranties. Borrower represents and agrees that, except as set forth on Schedule A attached hereto, all representations and warranties made in the Security Agreement are true as of the date hereof.

8. **Binding Obligations.** The Security Agreement, as amended hereby, remains in full force and effect and is fully enforceable against Borrowers in accordance with its terms, subject to no setoff, counterclaim, or defense whatsoever.

9. **Recitals.** Borrowers warrant and agree that the recitals set forth at the beginning of this Amendment are true.

10. **Amendment and Waiver in Writing.** No provision of this Amendment can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought.

11. **Assignment.** This Amendment shall be binding upon and inure to the benefit of the heirs, successors and assigns of Lender and Borrower.

12. **Severability.** Should any provision of this Amendment be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

13. **Applicable Law.** The validity, construction and enforcement of this Amendment and the Security Agreement shall be determined according to the laws of Tennessee applicable to contracts executed and performed within that State.

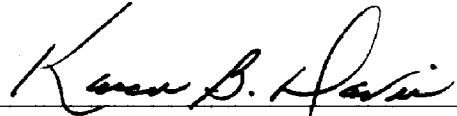
14. **Entire Agreement.** This Amendment and the Security Agreement represent the entire Agreement between Lender and Borrower concerning the subject matter hereof and all prior oral statements are merged herein.

Dated as of the date stated above.

**JOSEPH-BETH BOOKSELLERS, LLC**

By: 

Title: President



KAREN B. DAVIS



THELMA KIDD

SCHEDULE A

None