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101983114

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
JOSEPH-BETH BOOKSELLERS, LLC

1.28.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Tennessee Limited Liability Corporation

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: IBJ WHITEHALL BUSINESS CREDIT CORP.

Internal Address: _____

Street Address: 45 BRAINTREE HILL OFFICE PARK

City: BRAINTREE State: MA ZIP: 02184

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DELAWARE
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from
Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: DECEMBER 5, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

<u>1,796,600</u>	1,978,294
1,808,194	1,980,987
1,976,571	

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Leonardo, Esq.

Internal Address: Brown Rudnick Freed & Gesmer
Box IP, 18th Floor

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:..... 5

7. Total fee (37 CFR 3.41):.....\$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0369

02/13/2002 GT0N11 00000009 1796600

01 FC:481 40.00 DP
02 FC:482 100.00 DP

DO NOT USE THIS SPACE

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.

Mark S. Leonardo (Reg. No. 41,433) January 7, 2002

Name of Person Signing Signature Date

TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT

This Trademark and Trademark Application Security Agreement (the "TM Security Agreement") is made as of the 5th day of December, 2001, by Joseph-Beth Booksellers, LLC (hereinafter, the "Borrower"), a Tennessee limited liability Borrower with offices at 1727 Eastern Avenue, Cincinnati, Ohio 45202 and IBJ Whitehall Business Credit Corporation, by and through its division IBJ Whitehall Retail Finance, a Delaware corporation with offices at 45 Braintree Hill Office Park, Braintree, MA 02184 ("Lender").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated December 5, 2001 (as amended from time to time, the "Loan Agreement") made by and among the Borrower and the Lender, the Borrower has agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "Loans") available to the Borrower;

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to the Lender a security interest in the Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement) of the Borrower to the Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Borrower has executed this TM Security Agreement.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the Liabilities, the Borrower hereby grants a security interest in favor of, and collaterally assigns to the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

- a. All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on *EXHIBIT A* annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

- b. All renewals of any of the foregoing.

- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

- e. All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a),

together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Lender, the Borrower shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

b. At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

c. At the Borrower's sole cost, expense, and risk, take any and all action which Borrower deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of

a. the Borrower's failure, within Five (5) days of written notice from the Lender, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3, above, and/or

b. the occurrence of any Event of Default,

the Lender acting in its own name or in that of the Borrower may (but shall not be required to) act in the Borrower's place and stead and/or in the Lender's own right in connection therewith.

5. Borrower represents and warrants that:

a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.

b. No liens, claims or security interests have been granted in any Mark by the Borrower to any Person other than to the Lender.

6. In order to further secure the Liabilities:

a. The Borrower shall give the Lender written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

i. The Borrower obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

ii. The Borrower becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products in containing the trademarks of others' the ordinary course of Borrower's business).

iii. The Borrower enters into any new trademark license agreement or service mark license agreement.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Borrower hereby authorizes the Lender to modify this agreement by amending EXHIBIT A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided*, *however*, the modification of said EXHIBIT shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates the Lender as and for the Borrower's attorney in fact, effective with and upon the Lender's first exercise (the "**First Exercise**") of such powers following the occurrence of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 3.

b. To execute all and singular such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall be exercisable only following the occurrence of an Event of Default.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence of an Event of Default.

10. Lender hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Lender following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; provided, however, that Borrower first notifies Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to Borrower all such instruments as the Borrower reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

12. The Borrower shall, at the request of the Lender, do any and all acts and execute any and all documents required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

13. The Borrower shall, upon demand, reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).

14. Lender hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Lender following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; provided, however, that Borrower first notifies Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

15. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default (and in such circumstances, only with and upon the First Exercise).

16. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security

Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Joseph-Beth Booksellers, LLC

(The "Borrower")

By: Donald L. Radcliff

Print Name: Donald L. Radcliff
Title: Chief Operating Officer and Secretary

IBJ WHITEHALL BUSINESS CREDIT
CORPORATION, by and through its division
IBJ WHITEHALL RETAIL FINANCE
("Lender")

By: David Molinaro

Print Name: David Molinaro
Title: Vice President

EXHIBIT A
TO
TRADEMARK AND TRADEMARK APPLICATIONS
SECURITY AGREEMENT

DESCRIPTION OF TRADEMARKS

Trademark	Trademark Registration Number	Registration Filing Date
Davis-Kidd Booksellers, Inc.	1,796,600	October 5, 1993
Joseph-Beth Kids with Design	1,976,571	May 28, 1996
Joseph-Beth Booksellers with Design	1,978,294	June 4, 1996
The Cafe Joseph-Beth	1,980,987	June 18, 1996
Design	1,808,194	November 30, 1993