

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A. as Agent and Collateral Agent		11/19/1993	National Association:

RECEIVING PARTY DATA

Name:	Baker & Taylor, Inc.
Street Address:	5 Lake Pointe Plaza, Suite 500
Internal Address:	2709 Water Ridge Parkway
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28217
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1293471	INSTANTBOOK

CORRESPONDENCE DATA

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: rprescan@kirkland.com

Correspondent Name: Renee M. Prescan

Address Line 1: 200 E. Randolph Drive

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 16854-5

NAME OF SUBMITTER: Renee M. Prescan

Total Attachments: 5

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ACKNOWLEDGEMENT OF RECEIPT OF PAYMENT
CITIBANK, N.A.

Citibank, N.A. ("Citibank") hereby acknowledges that it has received the payment described in paragraph (a) of that certain Release Agreement, dated as of even date herewith, by Citibank and Baker & Taylor, Inc. (the "Release Agreement") and is bound to comply with the terms of the Release Agreement, including but not limited to subparagraphs (i) through (v).

EXECUTED AND EFFECTIVE, as of the 19th day of November, 1993.

CITIBANK, N.A. as Agent and Collateral Agent under the Credit Agreement and the other Loan Documents referred to in the Release Agreement referred to above.

By: 

Name: John Pedkowsky

Title: Vice President



November 19, 1993

Release Agreement

Ladies and Gentlemen:

We refer to that certain Credit Agreement dated as of March 20, 1992, as heretofore amended (the "Credit Agreement"), among Baker & Taylor, Inc. (the "Company"), the Lenders referred to therein and Citibank, N.A. ("Citibank"), as Agent. Terms defined in the Credit Agreement are used in this letter agreement with the same meanings.

The undersigned, as Agent and Collateral Agent under and for purposes of the Credit Agreement and the other Loan Documents, hereby:

(a) acknowledges and agrees that, upon the payment of \$ 48,655,494.27 to Citibank Concentration Account no. 3885-8061 at Citibank N.A. (for the account of the Agent and the Lenders), the payment of \$9,500.00 to account no. 09280096 at Citibank N.A. (Private Bank, ABA 021000089) (for the account of Shearman & Sterling general 1 account), and surrender to the undersigned of the Letters of Credit listed on Schedule I hereto, then:

(i) the Agent, on behalf of the Lenders, the Hedge Bank and the Cash Manager referred to in the Security Agreement, will have received full payment of all Obligations which are due and payable or outstanding or accrued as of the date hereof under the Credit Agreement, the Working Capital Notes and the other Loan Documents (other than amounts accrued but not yet payable under the Interest Rate and Currency Exchange Agreement dated as of May 13, 1992 between Citibank and the Company and the Confirmation of Interest Rate Swap Transaction dated May 15, 1992 entered into thereunder (collectively, together with any Confirmation hereafter entered into under such Agreement, the "Hedge Agreement"));

(ii) as requested by the Company, the Commitments and all other obligations of the Lenders to the Company under the Credit Agreement and the other Loan Documents (other than the obligations of Citibank under the Hedge Agreement) will be terminated and have no further force or effect, without any further action by the Company, the Lenders, the Agent or any other Person;

(iii) all security interests of the undersigned under the Credit Agreement, the Holdings Guaranty, the Security Agreement, the Trademark Security Agreement, the Holdings Pledge Agreement, the Lockbox and Blocked Account Letters referred to in the Security Agreement, each Letter of Credit Agreement, the Hedge Agreement and the other Loan Documents will be terminated and released automatically and without any further action by the undersigned or any other Person (but without limiting the obligations of the undersigned under clause (b) below);

(iv) each Lender will (or promptly thereafter will) surrender its Working Capital Note to the Company for cancellation; and

(v) the undersigned will return to the secured parties thereunder all Uniform Commercial Code financing termination statements (Forms UCC-3) or other, similar instruments theretofore delivered to the undersigned as referred to in clause (ii) of section IV of the Letter Agreement and Consent dated November 12, 1993 among the parties to the Credit Agreement;

(b) agrees that, upon the request and at the expense of the Company, the undersigned will execute and deliver such further documents as the Company may reasonably request to evidence the termination of the security interests referred to in clause (a) (iii) above; and, without limiting the foregoing, at the time of such termination in accordance with clause (a) above, the undersigned will deliver to the Company or its designee signed counterparts of (i) agreements, submitted by the Company or its counsel and in form and substance reasonably satisfactory to the undersigned, with respect to the termination, modification, assignment or transfer of the Lockbox and Blocked Account Letters referred to in the Security Agreement, and (ii) Uniform Commercial Code Termination statements (Form UCC-3), or other, similar instruments, submitted by the Company or its counsel, with respect to any Uniform Commercial Code financing statements or similar instruments filed in connection with such security interests; and

(c) represents and confirms that the undersigned is authorized to execute and deliver this letter agreement on behalf of itself, the Lenders, the Hedge Bank and the Cash Manager referred to in the Security Agreement.

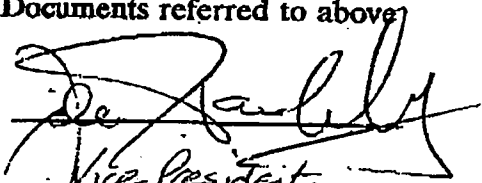
Please Acknowledge your agreement to the foregoing by signing the enclosed copy of this letter agreement and returning a fully executed copy to the undersigned.

Very truly yours,

CITIBANK, N.A., as Agent and
Collateral Agent under the
Credit Agreement and the other
Loan Documents referred to above

By:

Title:



Vice President

Agreed:

BAKER & TAYLOR, INC.

By:

Title:


Senior Vice President

SCHEDULE I
to Release Agreement

Letters of Credit

None.

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