TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAKER & TAYLOR, INC.		07/18/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LASALLE BUSINESS CREDIT, LLC
Street Address:	135 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603-4105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76506922	BT BOUND

CORRESPONDENCE DATA

Fax Number: (312)840-7884
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128407860
Email: mmurphy@jenner.com
Correspondent Name: MARIANN R. MURPHY
Address Line 1: ONE IBM PLAZA
Address Line 2: JENNER & BLOCK LLP
Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	42206-10138
NAME OF SUBMITTER:	MARIANN R. MURPHY

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 18th day of July, 2003, by BAKER & TAYLOR, INC., a Delaware corporation ("**Grantor**"), having its principal place of business at 2709 Water Ridge Parkway, Charlotte, NC 28217, in favor of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, as agent ("**Agent**") for itself and various other lenders ("**Lenders**"), with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603.

W I T N E S S E T H

WHEREAS, Grantor, certain affiliates of Grantor, together with Grantor, collectively, the "**Borrowers**", and each individually, a "**Borrower**", Agent and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Grantor to Agent, for the benefit of Lenders, of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and the trademarks, and renewals thereof, and all income, royalties, proceeds, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Agent that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark set forth on Schedule A attached hereto;

(ii) the Trademarks set forth on Schedule 11(s) to the Loan Agreement together with the Trademarks which Grantor has a legal right to use pursuant to a valid and enforceable license, sublicense or permission are, to the knowledge of Grantor, all the Trademarks necessary to the conduct of its business as and where the same is currently conducted, free and clear of any liens, charges and encumbrances (other than Permitted Liens);

(iii) except as set forth on Schedule 11(s) to the Loan Agreement, no suit or action which would reasonably be expected to have a Material Adverse Effect has been commenced with reference to any Trademark and Grantor does not know of any valid basis for any such suit or action.

4. Restrictions on Future Agreements. Grantor agrees that until the Commitments have terminated, no Letter of Credit remains outstanding (unless cash collateralized on terms and conditions reasonably satisfactory to the issuer) and the payment and satisfaction in full in cash of all Liabilities (excluding contingent indemnification obligations which are not yet due and payable), Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement other than in the ordinary course of its business.

5. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the repayment in full of all of the Liabilities (including any required repayment or cash collateralization of the outstanding Letter of Credit Obligations pursuant to Section 10 or Section 16 of the Loan Agreement, but excluding contingent indemnification obligations which are not yet due and payable) and the termination of the Commitments, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the Commitments have terminated, no Letter of Credit remains outstanding (unless cash collateralized on terms and conditions reasonably satisfactory to the issuer) and the payment in full in cash of all Liabilities (excluding contingent indemnification obligations which are not yet due and payable). Grantor agrees that upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Grantor.

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7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon termination of the Commitments and the repayment in full in cash of the Liabilities (including any required repayment or cash collateralization of the outstanding Letter of Credit Obligations pursuant to Section 10 or Section 16 of the Loan Agreement, but excluding contingent indemnification obligations which are not yet due and payable), Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Intentionally omitted.

10. Duties of Grantor. To the extent Grantor determines commercially reasonable, Grantor shall have the duty to (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, until the Commitments have terminated, no Letter of Credit remains outstanding (unless cash collateralized on terms and conditions reasonably satisfactory to the issuer) and payment in full in cash of the Liabilities (other than contingent indemnification obligations which are not yet due and payable), (ii) preserve and maintain all rights in the Trademarks and (iii) ensure that the Trademarks remain enforceable. Any expenses incurred in connection with Liabilities under this Section 10 shall be borne by Grantor.

11. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

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14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Commitments have terminated, no Letter of Credit remains outstanding (unless cash collateralized on terms and conditions reasonably satisfactory to the issuer) and the payment and satisfaction in full in cash of all Liabilities (other than contingent indemnification obligations which are not yet due and payable). Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

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IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

BAKER & TAYLOR, INC.

By _____
Its President and CEO

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC,
as Agent

By_____
Its Senior Vice President

[*Signature Page to the Trademark Security Agreement*]

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

BAKER & TAYLOR, INC.

By _____
Its President and CEO

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC,
as Agent

By _____
Its Senior Vice President

[*Signature Page to the Trademark Security Agreement*]

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT John Mostofi, the Senior Vice President of LaSalle Business Credit, LLC, as Agent, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of July, 2003.

_____
Notary Public

My Commission Expires:

_____

"OFFICIAL SEAL"
VERONICA HURC
Notary Public, State of Illinois
My Commission Expires January 25, 2004

ACKNOWLEDGMENT

STATE OF North Carolina)
) SS
COUNTY OF Mecklenburg)

I, Cheryl D. Brannon, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT the President of BAKER & TAYLOR, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of July, 2003.

Cheryl D. Brannon
Notary Public

My Commission Expires:

12-26-06

SCHEDULE A

TRADEMARK REGISTRATIONS

Grantor	Mark	Registry	Registration No.	Reg. Date	Status
BTI	ACADEMIA	United States	2,143,981	3/17/98	Registered
BTI	ACQUIRE	United States	1,500,012	8/9/88	Registered[1]
BTI	AUTOMATICALLY YOURS	United States	2,079,090	7/15/97	Registered **8 & 15 due 7/15/03**
BTI	A/V ACCESS	United States	1,721,624	10/6/92	Registered Assigned to B&T on 9/27/02
BTI	B&T LINK	United States	1,670,916	12/31/91	Registered[1]
BTI	B&T MARC	United States	1,852,716	9/6/94	Registered[1]
BTI	BAKER&TAYLOR	United States	1,131,530	2/26/80	Registered[1]
BTI	BATAPHONE	United States	1,308,295	12/4/84	Registered[1]
BTI	BATASYSTEMS	United States	1,330,009	4/9/85	Registered[1]
BTI	BIBLIOSTAT	United States	2,355,831	6/6/00	Registered
BTI	BIBLIOSTAT COLLECT	United States	2,372,567	8/1/00	Registered
BTI	BIBLIOSTAT CONNECT	United States	2,355,830	6/6/00	Registered
BTI	BOOK ALERT	United States	1,546,395	7/4/89	Registered[1]
BTI	BOOKFINDER	United States	1,134,490	5/6/80	Registered[1]
BTI	FORECAST	United States	1,546,394	7/4/89	Registered[1]
BTI	HOT PICKS	United States	1,542,512	6/6/89	Registered[1]
BTI	INFORMATA	United States	2,730,077	6/24/03	Registered
BTI	LIBRIS	United States	1,131,988	3/11/80	Registered[1]
BTI	LIBRIS 2020	United States	1,994,373	8/20/96	Registered
BTI	MUSICFINDER	United States	1,652,544	7/30/91	Registered[1]
BTI	PUBLISHERS' FRONT & CENTER	United States	2,439,838	4/3/01	Registered
BTI	SOUND VIDEO UNLIMITED	United States	1,263,274	1/3/84	Registered[1]
BTI	STEPS	United States	1,653,849	8/13/91	Registered[1]
BTI	TALKMEDIA	United States	1,944,697	12/26/95	Registered
BTI	THE COLLECTION CONNECTION	United States	2,603,622	8/6/02	Registered
BTI	TITLETRACK (Stylized)	United States	2,382,229	9/5/00	Registered
BTI	VIDEO FINDER	United States	1,898,856	6/13/95	Registered[1]

[1] 3/20/93 unreleased security interest to Citibank N.A. (0853/0667); 11/19/93 unreleased security interest to BOT Financial Corp. (1067/0005)

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TRADEMARK APPLICATIONS

Grantor	Mark	Registry	Serial No.	Filing Date	Status
BTI	A/V ACCESS PLUS	United States	76/504,385	4/8/03	Pending
BTI	B&T CATS	United States	76/506,917	4/16/03	Pending
BTI	B&T LINK ONLINE	United States	76/471,766	11/22/02	Pending
BTI	BT BOUND	United States	76/506,922	4/16/03	Pending
BTI	DISTRIBUTION SOLUTIONS GROUP	United States	76/481,018	1/8/03	Pending
BTI	ED	United States	(76/395,754)	4/15/02	Pending
BTI	INFORMATA.COM	United States	(76/051,590)	5/18/00	Pending
BTI	INFORMATA.COM and Design	United States	(76/072,626)	6/19/00	Pending
BTI	POWERED BY ED	United States	(76/277,448)	6/25/01	Pending
BTI	POWERED BY ED and Design	United States	(76/277,449)	6/25/01	Pending
BTI	SCOPE	United States	76/506,916	4/16/03	Pending
BTI	THELIBRARYPLACE.COM	United States	(75/794,639)	1/16/01	Pending **Statement of Use past due 1/10/03 - BTI Disclaims any representation and warranty in the Agreement as to the enforceability and validity of such mark.**
BTI	THELIBRARYPLACE.COM and Design	United States	(76/072,630)	6/19/00	Pending **Statement of Use past due 4./2/03 - BTI Disclaims any representation and warranty in the Agreement as to the enforceability and validity of such mark.**
BTI	DISTRIBUTION SOLUTIONS GROUP	United States	76/481,018	1/08/03	Pending
BTI	B&T LINK ONLINE	United States	76/471,766	11/22/02	Pending

Schedule to BTI Trademark SA v3 FINAL.DOC