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
Jamco Acquisition, Inc.		11/26/2004	CORPORATION: DELAWARE
J.A. Majors Company		11/26/2004	CORPORATION: LOUISIANA
J.A. Majors Company - Nevada		11/26/2004	CORPORATION: NEVADA
J.A. Majors Company - California		11/26/2004	CORPORATION: CALIFORNIA
Majors Internet Company - Nevada		11/26/2004	CORPORATION: NEVADA
J.A. Majors Company I, Ltd.		11/26/2004	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	One Chase Square
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14643
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2334530	THE COMPANY BOOKSTORE

CH $40.00 2334530

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@palmerdodge.com
Correspondent Name: Adam M Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Adam M Grandy
Signature:	/Adam M Grandy/
Date:	05/09/2005

Total Attachments: 5
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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Jamco Acquisition, Inc., a Delaware corporation, having an address at 2550 West Tyvola Road, Suite 300, Charlotte, NC, J.A. Majors Company, a Louisiana corporation, J.A. Majors Company – Nevada, a Nevada corporation, J.A. Majors Company – California, a California corporation, Majors Internet Company – Nevada, a Nevada corporation and J.A. Majors Company I, Ltd., a Texas limited partnership (collectively, the "Pledgors"), each having an address at 1401 Lakeway Drive, Lewisville, TX, are the respective owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS pursuant to a Joinder to Credit and Security Agreement dated as of November 26, 2004 each Pledgor has become a "Borrower" under the terms of that certain Credit and Security Agreement, dated as of May 6, 2004 (as amended from time to time, the "Credit Agreement") among the Borrowers from time to time party thereto, the financial institutions from time to time parties thereto as lenders (the "Lenders"), and JPMorgan Chase Bank, N.A., formerly known as JPMorgan Chase Bank, as administrative and collateral agent for the Lenders (the "Agent"), pursuant to which the Borrowers have granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Agent, and grant to the Agent, for the benefit of the Lenders, a security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Agent, and the rights and remedies of the Agent with respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 26th day of November, 2004.

PLEDGORS:

JAMCO ACQUISITION, INC.

By: _____
Name: Robert Agres
Title: Executive Vice President

J.A. MAJORS COMPANY

By: _____
Name: Robert Agres
Title: Executive Vice President

J.A. MAJORS COMPANY – NEVADA

By: _____
Name: Robert Agres
Title: Executive Vice President

J.A. MAJORS COMPANY - CALIFORNIA

By: _____
Name: Robert Agres
Title: Executive Vice President

MAJORS INTERNET COMPANY - NEVADA

By: _____
Name: Robert Agres
Title: Executive Vice President

J.A. MAJORS COMPANY I, LTD.

By: JAMCO ACQUISITION, INC.,
its general partner

By: _____
Name: Robert Agres
Title: Executive Vice President

[SECURITY AGREEMENT (TRADEMARKS) SIGNATURE PAGE]

AGENT:

JPMORGAN CHASE BANK, N.A.,
formerly known as JPMORGAN CHASE BANK,
as Administrative and Collateral Agent

By: _____
James L. Sloan, Vice President

(Signature page to Security Agreement – Trademarks)

SCHEDULE A

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Registered	Owner
The Company Bookstore	75/502,588	06/15/1998	2,334,530	03/28/00	J.A. Majors Company