

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
Koen-Levy Book Wholesalers LLC		02/28/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2227854	KOEN KIDS!	
Registration Number:	2230379	K	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1578871		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$65.00 2227854

Date:

03/02/2006

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 28th day of February, 2006, Koen-Levy Book Wholesalers LLC, a Delaware limited liability company ("*Pledgor*") with its principal place of business and mailing address at 1930 George Street, Melrose Park, Illinois 60160, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, as successor by merger to Harris Trust and Savings Bank, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 ("*Harris*"), acting as agent hereunder for the Lenders identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, or trademark registration, in each case together with the right to sue for and collect said damages;


to secure performance of all Secured Obligations as defined in that certain Security Agreement dated as of June 30, 2004 among Pledgor, the other debtors party thereto and the Agent (the Security Agreement, as the same has been or may be amended, restated or supplemented from time to time, the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Pledgor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Pledgor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KOEN-LEVY BOOK WHOLESALERS LLC

By 
Name Steven Carlson
Its Vice President

HARRIS N.A., as Agent

By _____
Name _____
Its _____

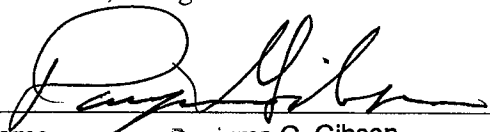
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KOEN-LEVY BOOK WHOLESALERS LLC

By _____
Name _____
Its _____

HARRIS N.A., as Agent

By  _____
Name Danjuma G. Gibson
Its Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED U.S. TRADEMARKS

MARK	REGISTRATION NO.
Koen Kids!	2,227,854
Stylized "K" design	2,230,379