


| Form PTO-1594 (rev 06/04) | | RECORDATION FORM COVER SHEET TRADEMARKS ONLY | | U. S. Department of Commerce Patent and Trademark Office | |
|---|--|---|--|---|--|
| To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below: | | | | | |
| 1. Name of conveying party(ies)/Execution Date(s): Baker & Taylor, Inc. <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership </div> </div> Citizenship <u>Delaware</u> Execution Date(s) <u>July 3, 2006</u> Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | 2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name: <u>UBS AG, Stamford Branch</u> Internal Address: _____ Street Address: <u>677 Washington Boulevard</u> City: <u>Stamford</u> State: <u>Connecticut</u> Country: <u>USA</u> Zip: <u>06901</u> <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____ <input type="checkbox"/> Limited Partnership – Citizenship _____ <input type="checkbox"/> Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>Stamford, Connecticut branch of a Swiss financial institution</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No. | | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other | | | | | |
| 4. Application number(s) or registration number(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. Trademark Application No(s). </div> <div style="width: 45%;"> B. Trademark Registration No(s). <u>2883761</u> </div> </div> | | | | | |
| Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Seth V. Shelden, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2558 Fax: (917) 777-2558 sshelden@skadden.com | | | 6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) and 3.41) \$40 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 698510/0108) 8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Evans Richardson</u> | | |
| 9. Signature.  _____ Seth V. Shelden, Esq. Name of Person Signing | | | <u>July 27, 2006</u> Date Total number of pages including cover sheet, and documents: <u>14</u> | | |

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CONTINUATION OF Item 1. Names of Additional Conveying Parties

J.A. Majors Company

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Other

Citizenship Louisiana

Execution Date(s) July 3, 2006

Professional Media Service, Corp.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Other

Citizenship California

Execution Date(s) July 3, 2006

Yankee Book Peddler, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Other

Citizenship New Hampshire

Execution Date(s) July 3, 2006

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CONTINUATION OF Item 2. Names of Additional Receiving Parties

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 200 Glastonbury BoulevardCity: GlastonburyState: ConnecticutCountry: USA Zip: 06033☐ Association – Citizenship _____☐ General Partnership – Citizenship _____☐ Limited Partnership – Citizenship _____☐ Corporation – Citizenship _____☒ Other National Banking AssociationCitizenship USAIf assignee is not domiciled in the United States, a domestic
representative designation is attached ☐ Yes ☐ No.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), (this "Agreement"), dated as of July 3, 2006, between each of the undersigned (each, a "Pledgor") and UBS AG, STAMFORD BRANCH and BANK OF AMERICA, N.A., as co-collateral agents (in such capacity, the "Co-Collateral Agents"), for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of July 3, 2006 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BTAC MERGER CORP., a Delaware corporation (the "Initial Borrower"), certain subsidiaries of BAKER & TAYLOR ACQUISITIONS CORP. party thereto, BTAC ACQUISITION CORP. ("Holdings"), and the other guarantors party thereto (together with Holdings, the "Guarantors"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), UBS SECURITIES LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as joint lead arrangers, GOLDMAN SACHS CREDIT PARTNERS L.P., as syndication agent, BANK OF AMERICA, N.A., JPMORGAN CHASE BANK, N.A. and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as co-documentation agents, UBS LOAN FINANCE LLC, as swingline lender, UBS AG, STAMFORD BRANCH (as issuing bank and administrative agent for the Lenders), and the Co-Collateral Agents, the Lenders have severally agreed to make extensions of credit to the Borrowers on the terms set forth therein;

WHEREAS, pursuant to the Security Agreement, dated as of July 3, 2006 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Initial Borrower, the other co-borrowers party thereto (the "Borrowers"), the Guarantors, any additional borrowers or guarantors from time to time party thereto, and the Co-Collateral Agents, each Pledgor has pledged and granted to the Co-Collateral Agents for their benefit and for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the Pledged Collateral (as defined in the Security Agreement), including, without limitation, the Copyright Collateral (as defined below), in each case wherever located and whether now existing or hereafter arising or acquired from time to time, to secure the payment and performance in full when due of the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, the Pledgors are executing this Agreement in connection with and in furtherance of the interests and purposes of the Security Agreement, the Pledgors are required to execute and deliver this Agreement; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Pledgor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Pledgor hereby pledges and grants to the Co-Collateral Agents for their benefit and for the benefit of the Secured Parties, a lien on and security interest in and to all of the right title and interest of such Pledgor, in to and under the Trademarks and Licenses pertaining to Trademarks ("Trademark Licenses"), including the Trademarks and Trademark Licenses listed in Schedule I, in each case wherever located and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"), provided that applications filed in the U.S. Patent and Trademark Office (the "PTO") to register trademarks or service marks on the basis of any Pledgor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) will not be deemed Trademark Collateral unless and until a form evidencing use of the mark in interstate commerce has been filed with the PTO pursuant to 15 U.S.C. § 1060(a), whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the payment and performance in full when due of the Secured Obligations, subject to the terms and conditions of the Security Agreement.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Co-Collateral Agents pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Co-Collateral Agents with respect to the security interest in the Trademark Collateral 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrowers and the Co-Collateral Agents.

Section 6. Termination

Upon the payment and performance in full of all the Secured Obligations, the Co-Collateral Agents shall, at the Pledgors' request, execute, acknowledge and deliver to the Pledgors, at the Pledgors' sole cost and expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

Section 7. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

BAKER & TAYLOR INC.,
J.A. MAJORS COMPANY,
PROFESSIONAL MEDIA SERVICE, CORP.,
YANKEE BOOK PEDDLER, INC.

By: 
Name: Richard S. Willis
Title: Chief Executive Officer

[Trademark Security Agreement Agreement]

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TRADEMARK
REEL: 003357 FRAME: 0216

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH,
as Co-Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director


By: 
Name: Irja R. Oja
Title: Associate Director

[Trademark Security Agreement Agreement]

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TRADEMARK
REEL: 003357 FRAME: 0217

BANK OF AMERICA, N.A.,
as Co-Collateral Agent:

By: 
Name: Anthony Visallo
Title: SVP

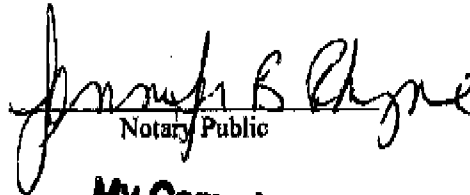
[Trademark Security Agreement Agreement]

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ACKNOWLEDGEMENT OF PLEDGORS

STATE OF NC
COUNTY OF Gaston } ss.

On this 30th day of June, 2006 before me personally appeared Richard S. Wilks, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Baker & Taylor Inc., J.A. Majors Company, Professional Media Service, Corp. and Yankee Book Peddler, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by said corporation's respective Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission expires November 13, 2007

[Notes Trademark Security Agreement]

TRADEMARK
REEL: 003357 FRAME: 0219

Schedule I**Trademarks**

| Trademark | Registry | Registration or Application No. | Record Owner |
|----------------------------|-----------------|--|----------------------|
| ACADEMIA | United States | 2,143,981 | BAKER & TAYLOR, INC. |
| ACQUIRE | United States | 1,500,012 | BAKER & TAYLOR |
| AUTOMATICALLY YOURS | United States | 2,079,090 | BAKER & TAYLOR |
| A/V ACCESS | United States | 1,721,624 | BAKER & TAYLOR |
| B&T CATS | United States | 2,980,416 | BAKER & TAYLOR |
| B&T LINK | United States | 1,670,916 | BAKER & TAYLOR |
| B&T LINK ONLINE and Design | United States | 2,771,421 | BAKER & TAYLOR |
| B&T MARC | United States | 1,852,716 | BAKER & TAYLOR |
| BAKER & TAYLOR | United States | 1,131,530 | BAKER & TAYLOR |
| BIBLIOSTAT | United States | 2,355,831 | BAKER & TAYLOR |
| BIBLIOSTAT COLLECT | United States | 2,372,567 | BAKER & TAYLOR |
| BIBLIOSTAT CONNECT | United States | 2,355,830 | BAKER & TAYLOR |
| BOOK ALERT | United States | 1,546,395 | BAKER & TAYLOR |
| BOOKFINDER | United States | 1,134,490 | BAKER & TAYLOR |
| BT BOUND | United States | 2,833,761 | BAKER & TAYLOR |
| ED | United States | 2,748,533 | BAKER & TAYLOR |
| FORECAST | United States | 1,546,394 | BAKER & TAYLOR |
| HOT PICKS | United States | 1,542,512 | BAKER & TAYLOR |
| INFORMATATA | United States | 2,730,077 | BAKER & TAYLOR |
| LIBRIS | United States | 1,131,988 | BAKER & TAYLOR |
| LIBRIS 2020 | United States | 1,994,373 | BAKER & TAYLOR |
| MUSICFINDER | United States | 1,652,544 | BAKER & TAYLOR |
| POWERED BY ED | United States | 2,813,531 | BAKER & TAYLOR |
| POWERED BY ED and Design | United States | 2,813,532 | BAKER & TAYLOR |
| PUBLISHERS' FRONT & CENTER | United States | 2,439,838 | BAKER & TAYLOR |
| SCOPE | United States | 2,812,775 | BAKER & TAYLOR |
| SHOWCASE | United States | 1,373,584 | BAKER & TAYLOR |

| Trademark | Registry | Registration or Application No. | Record Owner |
|--------------------------------|---------------|---------------------------------|---|
| STEPS | United States | 1,653,849 | BAKER & TAYLOR |
| TALKMEDIA | United States | 1,944,697 | BAKER & TAYLOR |
| THE COLLECTION CONNECTION | United States | 2,603,622 | BAKER & TAYLOR |
| THE TITLE SOURCE | United States | 3,006,919 | BAKER & TAYLOR |
| TITLETRACK (Stylized) | United States | 2,382,229 | BAKER & TAYLOR |
| VIDEOFINDER | United States | 1,898,856 | BAKER & TAYLOR |
| COPYRIGHT DIRECT | United States | 2,474,927 | YANKEE BOOK PEDDLER, INC. |
| ESTREAMS | United States | 2,416,984 | YANKEE BOOK PEDDLER, INC. |
| GOBI | United States | 2,712,359 | YANKEE BOOK PEDDLER, INC. |
| LIBROLINE | United States | 2,407,969 | YANKEE BOOK PEDDLER, INC. |
| PUBLISHER ALLEY and Design | United States | 2,993,944 | YANKEE BOOK PEDDLER, INC. |
| TRIALOGUE | United States | 2,422,766 | YANKEE BOOK PEDDLER, INC. |
| YANKEE BOOK PEDDLER and Design | United States | 1,420,538 | YANKEE BOOK PEDDLER, INC. |
| YANKEE BOOK PEDDLER INC. | New Mexico | 21,508 | YANKEE BOOK PEDDLER, INC. |
| YBP | United States | 2,615,142 | YANKEE BOOK PEDDLER, INC. |
| YBP and Design | United States | 2,571,491 | YANKEE BOOK PEDDLER, INC. |
| YBP LIBRARY SERVICES | United States | 2,615,144 | YANKEE BOOK PEDDLER, INC. |
| PROCAT | United States | 2,002,162 | PROFESSIONAL MEDIA SERVICES CORP. |
| THE COMPANY BOOKSTORE | United States | 2,334,530 | J.A. MAJORS COMPANY |

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