| Form PTO-1594 | RECORDATION FORM COVER SHEET U. S. Department of Commerce Patent and Trademark Office | | | | | |
|---|--|---|--|--|--|--|
| (rev 06/04) | TRADEMARKS ONLY | | | | | |
| 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): | 2. Name and Address of receiving party(ies) | | | | |
| Baker & Taylor, Inc | <u> </u> | Additional name(s) & address(es) attached?Yes <u>X</u> No Name: <u>The Bank of New York</u> | | | | |
| | | Traine. The bank of feet Tork | | | | |
| | Association hip Limited Partnership | Internal Address: | | | | |
| Individual(s) | | Street Address: 101 Barclay Street, 8 W | | | | |
| Corporation | RIP Limited Partnership | | | | | |
| Other | | City: New York | | | | |
| Citizenship Delaware | | State: New York Country: USA Zip: 10286 | | | | |
| Execution Date(s) Jul | y 3, 2006 | Association – Citizenship | | | | |
| Additional name(s) of conveyir | g party(ies) attached? X_ Yes No | General Partnership – Citizenship | | | | |
| | | | | | | |
| 3. Nature of conveya | ince: | Limited Partnership — Citizenship | | | | |
| Assignment | Merger | Corporation – Citizenship | | | | |
| | nt Change of Name | X Other Banking Corporation Citizenship New York | | | | |
| Government Inter | lest Assignment | If assignee is not domiciled in the United States, a domestic | | | | |
| | nregistration number | representative designation is attachedYesNo. | | | | |
| 2833761 included, in | | | | | | |
| agreement previousi 003352/0356. | y recorded on reel/frame | | | | | |
| | er(s) or registration number(| 5): | | | | |
| A. Trademark Ar | _ · · · _ | B. Trademark Registration No(s). | | | | |
| , | \frac{-7}{} | | | | | |
| | | 2833761 | | | | |
| | | | | | | |
| 5 Name and address | Additional numbers attact of party to whom corres- | | | | | |
| | document should be mailed: | 6. Total number of applications and registrations involved: | | | | |
| Seth V. Shelde | n Fed | | | | | |
| | PS, SLATE, MEAGHER | 7. Total fee (37 CFR 1.21(h) and 3.41) \$40 X All fees and any deficiencies are authorized to be | | | | |
| & FLOM LLP | • | charged to Deposit Account | | | | |
| Four Times Sq | l . | (Our Ref. 698510/0108) | | | | |
| New York, Nev Tel: (212) 735 | l . | 8. Payment Information | | | | |
| Fax: (917) 777 | | - | | | | |
| sshelden@ska | | Deposit Account No. 19-2385 Authorized user Name: Evans Richardson | | | | |
| | | Authorized user Maine. Evalls Molitaroson | | | | |
| 9. Signature. | etal Sust | August 29, 2006 | | | | |
| _ | Signature V | Date | | | | |
| | eth V. Shelden, Esq. ame of Person Signing | Total number of pages including 11 cover sheet, and documents: | | | | |
| IN- | anie or Ferson olgrinig | | | | | |

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| Page 2 | |
|---|--|
| CONTINUATION OF Item | 1. Names of Additional Conveying Parties |
| J.A. Majors Compan | ן ע |
| Individual(s) General Partnersh Corporation Other | Association p Association Limited Partnership |
| Citizenship Louisiana | <u> </u> |
| Execution Date(s) July | 3, 2006 |
| Professional Media : Individual(s) General Partnersh Corporation Other | Service, Corp. Association ip Limited Partnership |
| Citizenship California | |
| Execution Date(s) July | 3, 2006 |
| Yankee Book Peddle | r, Inc. |
| Individual(s) General Partnersh Corporation Other | Association ip Limited Partnership |
| Citizenship New Hamp | shire |
| Execution Date(s) July | 3, 2006 |

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BAKER & TAYLOR TRADEMARK SECURITY AGREEMENT SECOND LIEN

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 3, 2006, between each of the undersigned (each, a "Pledgor") and THE BANK OF NEW YORK, as collateral agent (in such capacity, the "Collateral Agent"), for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, BTAC Merger Corp., a Delaware corporation ("Merger Sub" and, prior to its merger with and into Baker & Taylor Acquisitions Corp., the "Issuer"), BTAC Acquisition Corp., a Delaware corporation ("Holdings"), Baker & Taylor Acquisitions Corp., a Delaware corporation ("Baker & Taylor" and, after its merger with Merger Sub, the "Issuer"), the Subsidiary Guarantors named therein (together with Holdings and Baker & Taylor, the "Guarantors") and The Bank of New York, as Trustee, have entered into the Indenture, dated as of July 3, 2006 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Issuer is issuing the Securities (as defined in the Indenture);

WHEREAS, Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co. and UBS Securities LLC (the "Initial Purchasers") have agreed, pursuant to the terms of the Purchase Agreement dated June 23, 2006 (the "Purchase Agreement"), among the Issuer, the Guarantors and the Initial Purchasers, to purchase the Securities on the terms and subject to the conditions set forth therein. Each Pledgor is executing and delivering this Agreement, pursuant to the terms of the Indenture, to induce the Trustee to enter into the Indenture and, pursuant to the Purchase Agreement, to induce the Initial Purchasers to purchase the Securities;

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"), among the Issuer, the Guarantors, any additional pledgors or guarantors from time to time party thereto and the Collateral Agent, each Pledgor has pledged and granted to the Collateral Agent for its 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 Trademark 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 Security Agreement);

WHEREAS, the Pledgors are executing this Agreement in connection with and in furtherande 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:

Defined Terms Section 1.

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

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Section 2. Grant of Security Interest in Trademarks

Each Pledgor hereby pledges and grants to the Collateral Agent for its 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 Collateral Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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 Issuer and the Collateral Agent.

Termination Section 6.

Upon the payment and performance in full of all the Secured Obligations, the Collateral Agent shall, at the Piedgors' 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.

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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 pages follow.]

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.

Name: Richard'S Willis
Title: Chief Executive Officer

[Notes Trademark Security Agreement]

NO.735

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05-30-2006 05:20pm

From-BANK OF NEW YORK

212 815-5764

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ACCEPTED AND AGREED as of the date first above written:

THE BANK OF NEW YORK, as Collateral Agent

By:

Name: ALEXANDER PABON Title: Assistant Vice President

[Notes Trademark Security Agreement]

ACKNOWLEDGEMENT OF PLEDGORS

STATE OF NC

On this day of day of , 200 before me personally appeared Chard Chailing, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Baker & Taylor Inc., I.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.

My Commission expires November 13, 2007

[Notes Trademark Security Agreement]

Schedule I

Trademarks

| Trademark | | Registry | Registration or Application No. : | Record Owner |
|---------------------|--|--|-----------------------------------|----------------------|
| | | and the second s | Arbusania (| |
| ACADEMIA | <u>Programment and the second of the second of</u> | United States | 2,143,981 | BAKER & TAYLOR, INC. |
| ACQUIRE | | United States | 1,500,012 | BAKER & TAYLOR |
| AUTOMATICALLY YO | URS | 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 | <u> </u> | United States | 1,131,530 | BAKER & TAYLOR |
| BIBLIOSTAT | | United States | 2,355,831 | BAKER & TAYLOR |
| BIBLIOSTAT COLLECT | <u> </u> | United States | 2,372,567 | BAKER & TAYLOR |
| BIBLIOSTAT CONNEC | T | 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 | <u> </u> | United States | 1,546,394 | BAKER & TAYLOR |
| HOT PICKS | | United States | 1,542,512 | BAKER & TAYLOR |
| INFORMATA | | United States | 2,730,077 | BAKER & TAYLOR |
| LIBRIS | <u></u> | 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 |

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| Trademark. | Registry | Registration or | Record Owner |
|--------------------------------|---------------|-----------------|---|
| | | Application No. | |
| 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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RECORDED: 08/29/2006