

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Academic Book Services, Inc.		11/21/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Branch Banking & Trust Company		
Street Address:	950 East Paces Ferry Road		
Internal Address:	Suite 2180		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2041967	ACADEMIC BOOK SERVICES, INC. WE BUY & SELL TEXTBOOKS	
Registration Number:	2315149	ABS	
CORRESPONDENCE DATA			
Fax Number:	(404)439-1819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 873-8500		
Email:	portia.gordon@agg.com		
Correspondent Name:	Joseph Hardy, Esq.		
Address Line 1:	171 17th Street, NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	14238-32		
NAME OF SUBMITTER:	Joseph Hardy		

CH \$65.00 2041967

Signature:

/Joseph Hardy, Esq./

Date:

11/22/2006

Total Attachments: 2

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Middle Market Banking

Mail Code: 800-76-01-00
3350 Riverwood Pkwy.
Bldg. 100, Ste. 2230
Atlanta, GA 30339
(770) 989-2612
Fax (770) 989-2618**TERMINATION AGREEMENT
(Patent and Trademark Security Agreement)**

This Termination Agreement (this "Agreement") is hereby made effective this 21 day of November, 2006 (the "Effective Date") by Branch Banking and Trust Company (the "Lender") and in favor of Academic Book Services, Inc. (the "Borrower").

Recitals

A. Academic Book Services, Inc. ("Borrower") and the Lender entered into that certain Patent and Trademark Security Agreement, dated as of the 27th day of October, 2006 (the "Security Agreement") as evidenced by that certain filing with the United States Patent and Trademark Office made on November 3, 2006.

B. The Lender now wishes to terminate that agreement and the security interest granted therein and to release to Borrower the collateral pledged therein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

Agreement

1. In consideration of the Borrower's satisfaction of all obligations to the Lender in connection with the Security Agreement and all related documents, the parties agree that the Security Agreement is hereby terminated, and of no further force and effect; neither Lender nor Borrower shall have any further rights with respect thereto, and Lender and Borrower hereby mutually release each other from any and all obligations under the Security Agreement.
2. The Lender does hereby release the collateral of the Patents and Trademarks (as such terms are defined in the Security Agreement) from the lien, operation, force, and effect of the Security Interest (as such term is defined in the Security Agreement).
3. Lender agrees to cooperate with Borrower to promptly take such actions, make all necessary filings and execute all documents to evidence the release of the collateral and termination of the Security Agreement.

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