

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Security Agreement previously recorded on Reel 003725 Frame 0753. Assignor(s) hereby confirms the Execution Date entered for Assignor BTAC Acquisition should read 02/15/2008 instead of 02/15/2005.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baker & Taylor Acquisitions Corp.		02/15/2008	CORPORATION:
BTAC Acquisition Corp.		02/15/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	The Bank of New York, as collateral agent
Street Address:	101 Barclay Street
Internal Address:	8 West
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Bank:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2873770	AMS. THE BEST COMPANY YOU'LL NEVER SEE.
Serial Number:	78851112	BATHROOM READER
Serial Number:	78851137	BATHROOM READERS' INSTITUTE
Serial Number:	78904282	BLUEFIN
Serial Number:	76654252	PAGES
Serial Number:	78898357	PARFAIT PRESS
Serial Number:	78899143	PARFAIT PRESS
Serial Number:	78898265	PORTABLE PRESS
Serial Number:	78899175	PORTABLE PRESS
Serial Number:	78901054	SILVER DOLPHIN
Serial Number:	76654221	THE MAGAZINE FOR PEOPLE WHO LOVE BOOKS

TRADEMARK

900100116

REEL: 003727 FRAME: 0899

CH \$340.00 2873770

Registration Number:	2719099	THUNDER BAY
Registration Number:	2942006	UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2494

Email: watt.wanapha@srz.com

Correspondent Name: Watt Wanapha, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	099999.1416
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NAME OF SUBMITTER:	Watt Wanapha, Esq. (099999.1416)
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Signature:	/kc for ww/
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Date:	02/27/2008
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of February 15, 2008, by the undersigned (the "**Pledgor**"), in favor of The Bank of New York, as collateral agent (in such capacity, the "**Collateral Agent**"), for the Holders (as defined in the Indenture referred to below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain 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**"), by and among BAKER & TAYLOR ACQUISITIONS CORP. (the "**Issuer**"), BTAC ACQUISITION CORP. ("**Holdings**"), the Subsidiary Guarantors party thereto (together with Holdings, the "**Guarantors**") and the Collateral Agent, the Holders have agreed to purchase the Securities (as defined in the Indenture) 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 Issuer, Holdings, the Subsidiary Guarantors, the other guarantors from time to time party thereto, and the Collateral Agent, the Pledgor has pledged and granted to the Collateral Agent for its benefit and for the benefit of the Holders, a lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under the Pledged Collateral, 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 Obligations (as defined in the Indenture);

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

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the 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

The Pledgor hereby pledges and grants to the Collateral Agent for its benefit and for the benefit of the Holders, a lien on and security interest in and to all of the right title and interest of the 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 the 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 the 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.

Section 6. Termination

Upon the payment and performance in full of all the Secured Obligations, the Collateral Agent shall, at the Pledgor's request, execute, acknowledge and deliver to the Pledgor, at the Issuer's 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, the 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.

By: James C Melton
Name: James C Melton
Title: EVP & CFO

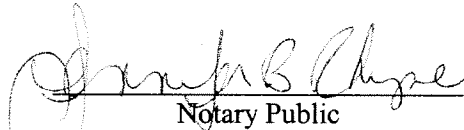
ACKNOWLEDGEMENT OF PLEDGOR

STATE OF North Carolina

COUNTY OF Mecklenburg

ss.

On this 15th day of February, 2008 before me personally appeared James C. Melton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BAKER & TAYLOR, 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

Jennifer B Chyne

My Notary Expires November 13, 2012

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. Trademarks

Description	<u>Application /</u> Registration No.	Filing Date
UNITED STATES		
AMS THE BEST COMPANY YOU'LL NEVER SEE	76519532/2873770	June 4, 2003 Registration: August 17, 2004
BATHROOM READER	78851112	March 31, 2006
BATHROOM READERS' INSTITUTE	78851137	March 31, 2006
BLUE FIN	78904282	June 8, 2006
PAGES	76654252	January 30, 2006
PARFAIT PRESS	78898357	June 1, 2006
PARFAIT PRESS	78899143	June 2, 2006 [Suspended by USPTO as a duplicate of Application 78898357]
PORTABLE PRESS	78898265	June 1, 2006
PORTABLE PRESS	78899175	June 2, 2006
SILVER DOLPHIN	78901054	June 5, 2006
THE MAGAZINE FOR PEOPLE WHO LOVE BOOKS	76654221	January 30, 2006
THUNDER BAY	76427348/2719099	July 5, 2002 Registration: May 27, 2003
UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	78397403/2942006	April 6, 2004 Registration: April 19, 2005
NEW MEXICO		

<u>Description</u>	<u>Application / Registration No.</u>	<u>Filing Date</u>
PUBLISHER OUTLET SERVICE	1850340	
EUROPE		
PORTABLE PRESS		
UNCLE JOHN'S BATHROOM READER		
LAUREL GLEN		
THUNDER BAY		
SILVER DOLPHIN		
CANADA		
PORTABLE PRESS		
UNCLE JOHN'S BATHROOM		
READER BATHROOM		
READERS' INSTITUTE		
LAUREN GLEN		
SILVER DOLPHIN		
THUNDER BAY		
BATHROOM READER		
AUSTRALIA		
LAUREL GLEN		
THUNDER BAY		
SILVER DOLPHIN		
COMMON LAW		
LAUREL GLEN		
UNCLE JOHN'S BATHROOM READER		
ADVANCED GLOBAL DISTRIBUTION SERVICES		

2. Instituto Mexicano de la Propiedad Industrial holds the following imprint registrations:

Silver Dolphin
Degustis Numen

3. Domain Names.

advantagebooksonline.com
advmkt.com
advmkt.com.mx
advpubgrp.com
aglco.com
bathroomreader.com
ireadpages.com
laurelglenbooks.com pages-
magazine.com
pagesforbooklovers.com
portablepress.com
readalot.com
silverdolphinbooks.com
thunderbaybooks.com
unclejohn.com
bluefinglobal.com
bluefintrucking.com
bluefinworldwide.com
gobluefin.com
advmkt.co.uk