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TO:MINDY M. LOK, ESQ. COMPANY:SIMPSON THACHER & BARTLETT LLP

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02-23-2009

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Specialty Books, Inc.		01/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association; UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3185880	SPECIALTY BOOKS

CORRESPONDENCE DATA 3185880

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7978  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Mindy M. Lok, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	500285/0558
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NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/m/
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Date:	02/08/2009
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OP 542.00 3185880

TO:MINDY M. LOK, ESQ. COMPANY:SIMPSON THACHER & BARTLETT LLP

Total Attachments: 11  
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**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 29, 2009 is made by Specialty Books, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, and as further amended and restated as of March 4, 2004 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NBC Holdings Corp. ("SuperHoldings"), NBC Acquisition Corp. ("Holdings"), Nebraska Book Company, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, SuperHoldings and the Borrower have executed and delivered an amended and restated Guarantee and Collateral Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, and as further amended and restated as of March 4, 2004 (as further amended from time to time, the "Amended and Restated Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Administrative Agent and the Lenders;

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Amended and Restated Guarantee and Collateral Agreement.

**SECTION 2. Grant of Security Interest.** The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) assigns, transfers and conveys, the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Grantor's Obligations; provided that, the grant of security interest shall not include any intent-to-use Trademark applications prior to the filing of an amendment of use or a statement of use in connection with any such intent-to-use Trademark applications.


**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent and the Lenders in connection with the Amended and Restated Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Amended and Restated Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 5. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPECIALTY BOOKS, INC.

By:   
Name: Alan G. Siemek  
Title: Treasurer

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPECIALTY BOOKS, INC.


By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Neil R. Boylan  
Name: Neil R. Boylan  
Title: Managing Director

STATE OF Nebraska )  
 ) ss  
COUNTY OF LANCASTER )

On the 29<sup>th</sup> day of Jan., 2009, before me personally came ALAN G. SIEMEK, who is personally known to me to be the TREASURER of Specialty Books, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the TREASURER in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Maria A. Lockard  
Notary Public  
 MARIA A. LOCKARD  
MY COMMISSION EXPIRES  
March 5, 2010

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 20<sup>th</sup> day of January, 2009, before me personally came Kel P. Baylan, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Arlene N. Gibbs  
Notary Public  
ARLENE N. GIBBS  
Notary Public, State of New York  
No. 0104602531  
Qualified in Nassau County  
Commission Expires June 1, 2011  
(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations**

<u>Trademark</u>	<u>Registration Number</u>
SPECIALTY BOOKS	3,185,880

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\*\* TOTAL PAGE.32 \*\*