

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest in Trademark Rights - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nebraska Book Company, Inc.		10/02/2009	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent and 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: 23

Property Type	Number	Word Mark
Registration Number:	3346005	JUMPBOOKS
Registration Number:	3349098	VALIDIS
Registration Number:	3373501	RIPPLE
Registration Number:	3328622	CAMPUS AUTHENTIC
Registration Number:	3484123	COLLEGE STORE DESIGN
Registration Number:	3671529	FOUNDERS
Registration Number:	3484126	WINPRISM
Registration Number:	3484122	NBC TEXTBOOKS
Registration Number:	3670280	COLLEGE DINING DESIGN
Registration Number:	3640881	CAMPUS AUTHENTIC
Registration Number:	2834817	GIVE US THE FINGER
Registration Number:	2759396	GIVE US A CLICK
Registration Number:	2923017	TRADITIONS
Registration Number:	1312759	NBC

OP \$590.00 3346005

Registration Number:	2530469	NBC GRAPHICS COLLEGIATE WEAR "NO BETTER CHOICE"
Registration Number:	2480012	CONNECT2ONE
Registration Number:	2568157	NBCPRISM
Registration Number:	2633247	GOT USED
Registration Number:	2817707	WEBPRISM
Registration Number:	2867029	CAMPUSHUB
Registration Number:	3669119	CAMPUSHUB
Serial Number:	77663067	CAMPUSHUB
Serial Number:	77674052	ULOAD

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
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:	509265/0556
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/05/2009

Total Attachments: 8
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AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 2, 2009 is made by Nebraska Book Company, Inc., a Kansas corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as collateral agent and 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, as further amended and restated as of March 4, 2004 and as of October 2, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NBC Holdings Corp. ("SuperHoldings"), NBC Acquisition Corp. ("Holdings"), the Borrower, the Lenders, the Administrative Agent, the other agents party thereto and the other Secured Parties (as defined in the Amended and Restated Guarantee and Collateral Agreement, as hereinafter defined).

W I T N E S S E T H:

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 Borrower, SuperHoldings, Holdings and each other signatory party thereto have executed and delivered a First Lien Amended and Restated Guarantee and Collateral Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, as further amended and restated as of March 4, 2004 (the "Existing Guarantee and Collateral Agreement") and as further amended and restated as of October 2, 2009 (as so amended and as further amended from time to time, the "Amended and Restated Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Existing Guarantee and Collateral Agreement, the Borrower has entered into several Grant of Security Interest in Trademark Rights agreements, each dated December 10, 2003, March 4, 2004 and January 29, 2009, respectively (the "Existing Agreements") in favor of the Administrative Agent;

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

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of the Amended and Restated Guarantee and Collateral Agreement and 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 extensions of credit to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Secured Parties, 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 Borrower hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, 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), the Trademarks now owned or at any time hereafter acquired by the Borrower or in which the Borrower 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 secure payment and performance of the Borrower's Obligations.

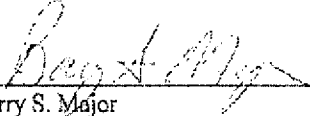
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the ratable benefit of the Secured Parties 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. Borrower 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. In the event of any conflict between the terms of this Agreement and the terms of the Amended and Restated Guarantee and Collateral Agreement, the terms of the Amended and Restated Guarantee and Collateral Agreement shall govern.

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.

NEBRASKA BOOK COMPANY, INC.

By: 
Name: Barry S. Major
Title: President

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

By: _____
Name:
Title:

509265-0556-11996-Active 11782379

[Grant of Security Interest in Trademark Rights]


TRADEMARK
REEL: 004073 FRAME: 0949

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.

NEBRASKA BOOK COMPANY, INC.

By: _____
Name: Barry S. Major
Title: President

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

By:  _____
Name: Eric H. Pratt
Title: Vice President

[Signature Page – Grant of Security Interest in Trademark Rights]

509265-0556-11596-Active.11782379

TRADEMARK
REEL: 004073 FRAME: 0950

STATE OF *Nebraska*)
) ss
COUNTY OF *LANCASTER*)

On the 30 day of Sept, 2009, before me personally came BARRY WADOK, who is personally known to me to be the PRESIDENT of Nebraska Book Company, Inc., a Kansas corporation; who, being duly sworn, did depose and say that she/he is the PRESIDENT 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.

Mary A. Lockard
Notary Public

(PLACE STAMP AND SEAL ABOVE)


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

On the 1st day of October, 2009, before me personally came Eric Pratt, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President 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.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Applications and Registrations**

<u>Trademark</u>	<u>Registration/Serial Number</u>
JUMPBOOKS	3,346,005
VALIDIS	3,349,098
RIPPLE	3,373,501
CAMPUS AUTHENTIC	3,328,622
COLLEGE STORE DESIGN and Design	3,484,123
FOUNDERS	3,671,529
WINPRISM	3,484,126
NBC TEXTBOOKS	3,484,122
COLLEGE DINING DESIGN and Design	3,670,280
CAMPUS AUTHENTIC	3,640, 881
GIVE US THE FINGER AND DESIGN	2,834,817
GIVE US A CLICK AND DESIGN	2,759,396
TRADITIONS AND DESIGN	2,923,017
NBC AND DESIGN	1,312,759
NBC GRAPHICS COLLEGIATE WEAR "NO BETTER CHOICE" AND DESIGN	2,530,469
CONNECTZONE	2,480,012
NBCPRISM	2,568,157
GOT USED	2,633,247
WEBPRISM	2,817,707

<u>Trademark</u>	<u>Registration/Serial Number</u>
CAMPUSHUB	2,867,029
CAMPUSHUB	3,669,119
CAMPUSHUB	77/663,067
ULOAD	77/674,052

509265-0556-11596-Active.11782379