

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
Specialty Books, Inc.		10/02/2009	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3185880	SPECIALTY BOOKS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$40.00 3185880

Date:

10/05/2009

Total Attachments: 7

source=SBooksTS#page1.tif

source=SBooksTS#page2.tif

source=SBooksTS#page3.tif

source=SBooksTS#page4.tif

source=SBooksTS#page5.tif

source=SBooksTS#page6.tif

source=SBooksTS#page7.tif

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 Specialty Books, Inc., a Delaware corporation (the "Grantor"), 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"), Nebraska Book Company, Inc. (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 Grantor, Holdings, SuperHoldings, the Borrower 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 Grantor entered into a Grant of Security Interest in Trademark Rights agreement, dated January 29, 2009 (the "Existing Agreement"), in favor of the Administrative Agent;

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, the Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor or in which the 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 secure payment and performance of the Grantor's Obligations.

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 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. 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. 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.

SPECIALTY BOOKS, INC.

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

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

By: _____
Name:
Title:

[Grant of Security Interest In Trademark Rights - Specialty Books, Inc.]
509265-0356-11554-Active:11782188

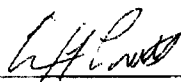
TRADEMARK
REEL: 004073 FRAME: 0966

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: 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 (Specialty Books, Inc.)]

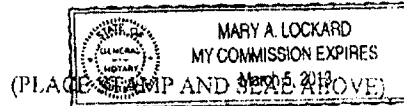
509265-0556-11596-Active.11782388

TRADEMARK
REEL: 004073 FRAME: 0967

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On the 30 day of SEPT, 2009, before me personally came BARRY PINDER, who is personally known to me to be the PRESIDENT of Specialty Books, Inc., a Delaware 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



Grant of Security Interest in Trademark Rights - Specialty Books, Inc.]
99265-0556-11596-ACR02 11782383

STATE OF New York)
COUNTY OF New York) ss

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. Adlerley
Notary Public

EDELINE C. ADLERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01A06079540 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 Registrations

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

509265-0556-11596-Active.11782388