

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademark Rights - Second Lien	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Books, Inc.		10/02/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Collateral Agent and Trustee		
Street Address:	246 Goose Lane		
Internal Address:	Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	Federal Savings Bank: 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:

10/06/2009

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS 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 Wilmington Trust FSB, as collateral agent and trustee (the "Second Lien Collateral Agent") pursuant to the Indenture among Nebraska Book Company, Inc. (the "Company"), the subsidiary guarantors party thereto and the Second Lien Collateral Agent, dated October 2, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the initial purchasers have agreed to purchase the initial securities from the Company and the subsidiary guarantors party to the Indenture, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Company, the Grantor and each other signatory party thereto has executed and delivered a Security Agreement, dated as of October 2, 2009 (as amended from time to time, the "Second Lien Security Agreement"), in favor of the Second Lien Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, in connection with the Indenture, the Company entered into the Intercreditor Agreement among the Company, the subsidiary guarantors party thereto, the Second Lien Collateral Agent, in its capacity as trustee and on behalf of itself and the holders and the administrative agent under 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., NBC Acquisition Corp., the Company, the Lenders (as defined therein) and the other agents party thereto), as the same may be amended, supplemented or otherwise modified from time to time (the "Intercreditor Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantor has pledged and granted to the Second Lien Collateral Agent for the ratable benefit of the Secured Parties, a continuing second lien 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 initial purchasers to purchase of the notes and enter into the Indenture, the Grantor agrees, for the benefit of the Second Lien Collateral 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 Second Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Second Lien Collateral Agent, and hereby grants to the Second Lien Collateral Agent, for the ratable benefit of the Secured Parties, a continuing second lien 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 Indenture), 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 Secured 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 Second Lien Collateral Agent for the ratable benefit of the Secured Parties in connection with the Second Lien Security Agreement and is expressly subject to the terms and conditions thereof and of the Intercreditor Agreement. The Second Lien Security Agreement (and all rights and remedies of the Second Lien Collateral Agent thereunder, subject to the terms and conditions of the Intercreditor Agreement) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Second Lien Security Agreement (subject to the terms and conditions of the Intercreditor 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 Second Lien Security Agreement, the terms of the Second Lien Security 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: 
Name: Barry S. Major
Title: President & Chief Operating Officer

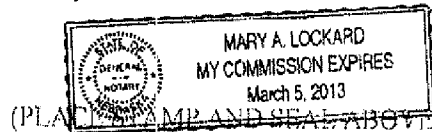
[Signature Page to 2nd Lien Specialty Books Trademark Security Agreement]

TRADEMARK
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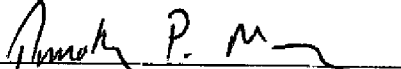
STATE OF NEBRASKA)
) ss
COUNTY OF LAWESIER)

On the 30 day of SEPT, 2009, before me personally came BARRY MAJOR, 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



WILMINGTON TRUST FSB,
as Second Lien Collateral Agent


By: 
Name: Tim Mowdy
Title: Vice President

[Signature Page to 2nd Lien Specialty Books Trademark Security Agreement]

TRADEMARK
REEL: 004074 FRAME: 0522

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On the 2nd day of October, 2009, before me personally came Tim Mowdy, who is personally known to me to be the Vice President of Wilmington Trust FSB, a federal savings bank; who, being duly sworn, did depose and say that she/he is the Vice President in such federal savings bank, the federal savings bank 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 federal savings bank; and that she/he acknowledged said instrument to be the free act and deed of said federal savings bank.


Notary Public
JANEY SCHWEIGER
Notary Public
Minnesota
My Comm. Expires Jan 31, 2010
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations

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