

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Borders Group, Inc.		03/31/2010	CORPORATION: MICHIGAN
Borders, Inc. (individually and as successor-in-interest to Waldenbooks Properties, Inc.)		03/31/2010	CORPORATION: COLORADO
BGP (UK) Limited		03/31/2010	LIMITED LIABILITY COMPANY: UNITED KINGDOM
Borders Direct, LLC		03/31/2010	LIMITED LIABILITY COMPANY: VIRGINIA
Borders Properties, Inc.		03/31/2010	CORPORATION: DELAWARE
Borders International Services, Inc.		03/31/2010	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	GA Capital, LLC, as Administrative Agent
Street Address:	One Post Office Square
Internal Address:	Suite 3765
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1562124	LITTLE READER
Registration Number:	1563330	NO NONSENSE STUDY GUIDES
Registration Number:	1493633	BRENTANO'S
Registration Number:	2050497	DAY BY DAY CALENDAR CO.
Registration Number:	1879743	HAILING FREQUENCIES
Registration Number:	1886029	ROMANTIC READER

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Registration Number:	2017186	WALDENBOOKS
Registration Number:	2459914	WALDENBOOKS
Registration Number:	1649653	WALDENBOOKS PREFERRED READER
Registration Number:	2982803	ALL THINGS LOCAL
Registration Number:	2044230	BORDERS
Registration Number:	1792079	BORDERS
Registration Number:	1187210	BORDERS BOOK SHOP
Registration Number:	1827878	BORDERS BOOKS & MUSIC
Registration Number:	2224415	BORDERS BOOKS MUSIC CAFE
Registration Number:	2980661	BORDERS BOOKS MUSIC MOVIES CAFE
Registration Number:	3009250	BORDERS EXPRESS
Registration Number:	3158744	BORDERS OUTLET
Registration Number:	3157981	BORDERS REWARDS
Registration Number:	3599990	BORDERS.COM
Registration Number:	3701720	DELICIOUS LIFE
Registration Number:	3044066	GIFTMIXER 3000
Registration Number:	2941070	GREAT COOKS & THEIR BOOKS
Registration Number:	3473505	MAGIC SHELF
Registration Number:	3145221	MIDNIGHT MAGIC PARTY
Registration Number:	1996858	ORIGINAL VOICES
Registration Number:	3748957	SHELF INDULGENCE
Registration Number:	2741680	BORDERS DVD ESSENTIALS
Serial Number:	77723342	BORDERS INK
Serial Number:	77724593	BORDERS SHORTLIST
Serial Number:	77706589	SHORTLIST

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER: 1004804

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	04/21/2010

Total Attachments: 40

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of March 31, 2010 between (a) **BORDERS GROUP, INC.**, a Michigan corporation, and **BORDERS, INC.**, a Colorado corporation (individually and as successor-in-interest to Waldenbooks Properties, Inc.) (each of the companies named in this clause (a) collectively, the "**Borrowers**"), (b) **BGP (UK) LIMITED**, a company with limited liability organized under the laws of England and Wales, **BORDERS DIRECT, LLC**, a Virginia limited liability company, **BORDERS PROPERTIES, INC.**, a Delaware corporation, and **BORDERS INTERNATIONAL SERVICES, INC.**, a Michigan corporation (each of the companies named in this clause (b) collectively, the "**Guarantors**"), (c) each other party as shall from time to time become a party hereto (each such other party, the Borrowers and the Guarantors being hereinafter referred to from time to time as, individually, a "**Grantor**" and collectively, the "**Grantors**"), and (d) **GA CAPITAL, LLC**, as administrative agent (hereinafter, the "**Administrative Agent**") for itself and the lenders (hereinafter, collectively, the "**Lenders**") which are, or may in the future become, parties to a Term Loan Agreement of even date herewith (as amended, amended and restated, restated, supplemented, refinanced or otherwise modified and in effect from time to time, the "**Loan Agreement**"), among the Borrowers, the Guarantors, the Lenders, and the Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement and the Security Agreement (as defined in the Loan Agreement), as the case may be.

WHEREAS, it is a condition precedent to the Lenders' making any loans to the Borrowers under the Loan Agreement that each Grantor executes and delivers to the Administrative Agent, for the benefit of the Secured Parties, a trademark agreement in substantially the form hereof; and

WHEREAS, each Grantor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Security Agreement pursuant to which each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain of such Grantor's personal property, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto (which may be amended from time to time by the Administrative Agent pursuant to §5.2), all to secure the payment and performance of the Obligations; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, amended, amended and restated, restated, supplemented, refinanced or otherwise modified and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Grantor or the Administrative Agent to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement to which such Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or

the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. As defined in the Security Agreement (such Trademarks to include, without limitation, each of the Trademarks set forth on Schedule A attached hereto (which may be amended from time to time by the Administrative Agent pursuant to §5.2)).

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Grantor or its business or for the direct or indirect benefit of such Grantor or its business, including all such uses by such Grantor itself, by any of the affiliates of such Grantor, or by any franchisee, licensee or contractor of such Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Loan Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties. In addition, each Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Grantor hereby authorizes the Administrative Agent (subject to the Intercreditor Agreement) to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that the Administrative Agent shall only exercise its rights and remedies with respect to such grant, assignment, transfer and conveyance (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement, the other Loan Documents and applicable Law (including the transfer or other disposition of the Collateral by such Grantor to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the UCC. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

2.4. License to Use Trademark Rights. For the purpose of enabling the Administrative Agent to enforce any Lien held by the Administrative Agent upon any of the Collateral upon the occurrence and during the continuance of an Event of Default, and to the extent appropriate, in the good faith opinion of the Administrative Agent, to process, ship, produce, store, complete, supply, lease, sell, or otherwise dispose of any of the Collateral or to collect or otherwise realize upon any Accounts or Inventory comprising Collateral, at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies and upon the occurrence and during the continuance of an Event of Default, each of the Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, and only to the extent set forth in this §2.4, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the applicable Grantors) to use, license, or sublicense any Trademarks, Trademark Registrations or Trademark Rights now owned or hereafter acquired by any Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The Grantors hereby agree and acknowledge that no further performance is required of the Administrative Agent under the terms of the license granted pursuant hereto and that this license shall not constitute an executory contract.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that: (i) Schedule A attached hereto (which may be amended from time to time by the Administrative Agent pursuant to §5.2) sets forth a true and complete list of all Trademark Registrations and material Trademarks now owned, licensed, controlled or used by such Grantor; (ii) except with respect to Excluded

Trademarks, (A) the Trademark Registrations and material Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, there is no litigation or proceeding pending or, to the best of such Grantor's knowledge, threatened, concerning the validity or enforceability of such Grantor's right to register, own or use the Trademark Registrations and material Trademarks and such Grantor has performed all acts and paid all renewal, maintenance and other fees and taxes required to maintain each and every Trademark Registration and material Trademark in full force and effect; (B) to the best of such Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (C) to the best of such Grantor's knowledge, there is no infringement by others of the Trademarks and Trademark Registrations or Trademark Rights; (D) no claim has been made that the use of any of the Trademarks and Trademark Registrations does or may violate the rights of any third person and to the best of such Grantor's knowledge the conduct of such Grantor's business does not result in any infringement by such Grantor of the trademark rights of others; (E) such Grantor is the owner of each of the Trademarks and Trademark Registrations (other than ownership and other rights reserved by third party owners with respect to Trademarks and Trademark Registrations that such Grantor is licensed to practice or use), free and clear of any Liens, charges, encumbrances and adverse claims, including, without limitation, pledges, assignments and licenses, other than the security interest created by the Security Agreement, this Trademark Agreement and the security interest created by the Second Lien Loan Documents and license agreements entered into by such Grantor, in the ordinary course of business consistent with past practices; (F) such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (G) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and perfected security interest (subject to the Intercreditor Agreement) in the Trademarks, Trademark Registrations and Trademark Rights upon making the filings referred to in clause (H) of this §3; (H) except for the filing of financing statements under the UCC and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (x) for the grant by such Grantor or the effectiveness of the security interest granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor, or (y) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder; and (J) such Grantor has been using, and will continue to use, appropriate statutory notice of registration in connection with the use of the Trademarks and Trademark Registrations; such Grantor uses, and will continue to use, standards of quality consistent with prudent business practices of businesses in a similar industry in the distribution and sale of all products sold and in the provision of all services rendered under or in connection with all Trademark Registrations and has taken and will continue to take all reasonable steps to insure that all licensees of the Trademark Registrations owned by such Grantor use such standards of quality; and (iii) to the best of such Grantor's knowledge, no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been or will be entered into by such Grantor or to which such Grantor is bound that adversely affect such Grantor's rights to own or use the Trademarks and Trademark Registrations material to such Grantor's business.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of any Grantor's business consistent with its past practices to the extent constituting (a) non-exclusive licenses, or (b) exclusive licenses in territories where the Grantors do not directly conduct any business under the applicable Pledged Trademark, and except as permitted by the Loan Agreement, no Grantor will (i) mortgage, pledge, assign, encumber, grant a security interest in or Lien on, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that violates such Grantor's obligations under this Trademark Agreement or the Security Agreement. For purposes hereof, the conducting of internet sales in any territory shall not be deemed to constitute the direct conduct of business in such territory.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. Until the Obligations shall have been indefeasibly and finally paid and satisfied in full in cash or there ceases to exist any commitment or obligation of the Secured Parties under the Loan Agreement or any other Loan Documents, if any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto. Additionally, such Grantor shall, within thirty days of the end of each calendar quarter, report to the Administrative Agent (a) the filing of any application to register any Trademark with the PTO or any foreign equivalent thereof (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) since the last such report and (b) the registration of any Trademark by any such office, in each case by executing and delivering to the Administrative Agent a completed Trademark Security Agreement, together with all schedules thereto, and any other documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

5.2. Amendment to Schedule. Simultaneously with the delivery of the report provided by the Grantors pursuant to §5.1, any Grantor obtaining any right, title or interest in or to any other or new Trademark Registrations, Trademark Rights or Trademark License Rights during the period covered by such report shall amend each of Schedule A hereto and the Annex to the Assignment of Marks to include such Trademark Registrations, Trademark Rights or Trademark License Rights. In the event that either Schedule A hereto or the Annex to the Assignment of Marks is not amended within fifteen (15) days after the date of delivery of the above-described report to incorporate any new Trademark Registrations, Trademark Rights or Trademark License Rights contained therein, the Administrative Agent is authorized to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include such Trademark Registrations, Trademark Rights or Trademark License Rights.

6. TRADEMARK PROSECUTION.

6.1. Grantors Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks (other than Excluded Trademarks); provided that no

Grantor shall have any obligation to prosecute, defend, enforce or take any other action in connection with any Pledged Trademarks registered in jurisdictions where no Grantor then conducts business; provided, further, that notwithstanding the foregoing, each Grantor shall assume full and complete responsibility for the reasonable prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks (other than Excluded Trademarks) registered in India and China. Each Grantor shall hold each of the Administrative Agent and the other Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any other Secured Parties in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby, except to the extent incurred as a result of the Administrative Agent's or any other Secured Party's own gross negligence or willful misconduct.

6.2. Grantors' Duties, etc. (a) Each Grantor shall have the right and the duty to prosecute diligently any trademark registration applications of such Trademark Registrations (other than Excluded Trademarks) pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in such Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect such Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any such Trademarks or Trademark Registrations, in each case, in a commercially reasonable manner consistent with such Grantor's past business practices and (b) no Grantor may abandon any filed trademark registration application, or any Trademark Registration or Trademark (other than Excluded Trademarks), without the consent of the Administrative Agent, which consent shall not be unreasonably withheld; provided that the Grantors may abandon any such filed trademark registration application, or any Trademark Registration or Trademark Pledged Trademarks registered in jurisdictions where no Grantor then conducts business; provided, further, that no Grantor may abandon any filed trademark registration application, or any Trademark Registration or Trademark (other than Excluded Trademarks) registered in India or China unless such abandonment is in a commercially reasonable manner consistent with such Grantor's past business practices and in the ordinary course of such Grantor's business. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors.

6.3. Grantors' Enforcement Rights. Subject to this §6, each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce such Trademarks, Trademark Registrations, and Trademark Rights, in each case, in a commercially reasonable manner consistent with such Grantor's past business practices. Any Grantor may require the Administrative Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any other Secured Parties to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §6.3.

6.4. Protection of Trademarks, etc. In general, each Grantor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce such Pledged Trademarks (other than Excluded Trademarks) in a commercially reasonable manner consistent with such Grantor's past business practices. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent shall have the right to notify, or require any Grantor to notify, any obligors with respect to any amounts due or to become due to such Grantor in respect of any Trademark or Trademark Registration or any portion thereof or of the existence of the security interest created hereby. Subject to this §6, no Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks. No Grantor shall cease the use of any of such Pledged Trademarks or fail to maintain the level of the quality of services rendered under any of such Pledged Trademarks at a level at least consistent with prudent business practices of businesses in a similar industry, and each Grantor shall take all reasonable steps necessary to insure that licensees of such Pledged Trademarks use such standards of quality; provided that the foregoing shall not apply (i) to Excluded Trademarks, (ii) to Pledged Trademarks that are not in Use by any Grantor as of the Effective Date (provided that this clause (ii) shall cease to apply to any such Pledged Trademarks to the extent any Grantor commences Use of such Pledged Trademarks following the Effective Date), (iii) with respect to Permitted Restructuring Transactions, or (iv) in connection with store closings expressly permitted by the Loan Agreement. Nothing in this §6.4 or elsewhere in this Trademark Agreement shall be deemed to prohibit any Permitted Restructuring Transaction or any component thereof.

6.5. Notification by Grantors. Promptly upon obtaining knowledge thereof, the Grantors will notify the Administrative Agent in writing of (a) the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademark Registrations or the material Trademarks, or (b) any other event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks (other than Excluded Trademarks), the ability of any Grantor or the Administrative Agent to dispose of any of the Pledged Trademarks (other than Excluded Trademarks) or the rights and remedies of the Administrative Agent and the other Secured Parties in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks (other than Excluded Trademarks)).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, subject to the Intercreditor Agreement, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.1), the Loan Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, sell or license at public or

private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including without limitation all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Loan Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent or any other Secured Party may, to the extent permitted under applicable Law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached, the Administrative Agent, in its own name or that of such Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantors jointly and severally agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

9. POWER OF ATTORNEY.

Each Grantor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power, to the extent permitted by applicable Law, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder; provided that the Administrative Agent shall only take such actions as such Grantor's attorney-in-fact upon the occurrence and continuance of an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the other Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

Each Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

11. COURSE OF DEALING.

No course of dealing between any Grantor and the Administrative Agent or any other Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. [RESERVED].

13. [RESERVED].

14. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY OTHER SECURED PARTY ASSUMES ANY LIABILITIES OF ANY GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

15. RIGHTS AND REMEDIES CUMULATIVE

All of the Administrative Agent's and the other Secured Parties' rights and remedies with respect to the Pledged Trademarks, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or

concurrently. This Trademark Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Administrative Agent and the other Secured Parties contained therein. Nothing contained in this Trademark Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Pledged Trademarks granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement.

16. NOTICES.

All notices, requests and other communications hereunder shall be made in the manner set forth in §16.6 of the Loan Agreement.

17. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Required Lenders) and the Grantors, except as provided in §5.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT AND THE ASSIGNMENT OF MARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401)). EACH OF THE GRANTORS AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS TRADEMARK AGREEMENT OR THE ASSIGNMENT OF MARKS MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE GRANTORS BY MAIL AT THE ADDRESS SPECIFIED IN §16 OF THE LOAN AGREEMENT. EACH OF THE GRANTORS HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT.

19. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT AND THE ASSIGNMENT OF MARKS EXECUTED AND DELIVERED IN CONNECTION HERewith, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY

PARTY, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY RELATING TO THE ENFORCEMENT OF THIS TRADEMARK AGREEMENT AND THE ASSIGNMENT OF MARKS EXECUTED AND DELIVERED IN CONNECTION HERewith AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. Each Grantor (a) certifies that no representative, agent or attorney of the Administrative Agent or any other Secured Party has represented, expressly or otherwise, that the Administrative Agent or any other Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Trademark Agreement and (b) acknowledges that Administrative Agent and the other Secured Parties have been induced to enter into this Trademark Agreement by, among other things, the waivers and certifications contained herein.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the other Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Loan Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Trademark Agreement.

21. COUNTERPARTS.

This Trademark Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Agreement by signing any such counterpart. This Trademark Agreement shall be effective when it has been executed by each of the Grantors and the Administrative Agent.

22. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, herein and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Agreement, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding the foregoing, each Grantor expressly acknowledges and agrees that the Intercreditor Agreement is solely for the benefit of the parties thereto, and that notwithstanding the fact that the exercise of certain of the Administrative Agent's and the other

Secured Parties' rights under this Trademark Agreement and the other Loan Documents may be subject to the Intercreditor Agreement, no action taken or not taken by the Administrative Agent or any other Secured Party in accordance with the terms of the Intercreditor Agreement shall constitute, or be deemed to constitute, a waiver by the Administrative Agent or any other Secured Party of any rights such Person has with respect to any Grantor under any Loan Document and except as specified herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Trademark Agreement and the other Loan Documents, which, as among the other Grantors, the Administrative Agent and the other Secured Parties, shall remain in full force and effect.

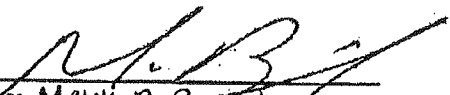
23. ADDITIONAL GRANTORS.

Any Subsidiary of any Borrower or any Guarantor (each an "Additional Grantor") may hereafter become a party to this Trademark Agreement by executing a counterpart hereof or a joinder agreement, in each case in form and substance reasonably satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Trademark Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, notice of which is hereby waived by the Grantors, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Grantor's execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Trademark Agreement as of the Effective Date, and the Administrative Agent, for itself and for the benefit of the other Secured Parties, shall be entitled to all of the benefits of such Additional Grantor's obligations hereunder. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of the Administrative Agent not to cause any Person to become an Additional Grantor hereunder.

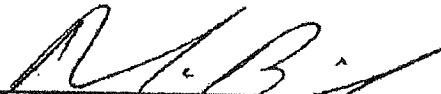
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

BORDERS GROUP, INC.


By: 
Name: Mark R. Bierley
Title: Executive Vice President,
Chief Financial Officer
and Treasurer

BORDERS, INC.

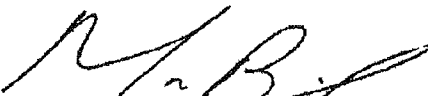
By: 
Name: Mark R. Bierley
Title: Executive Vice President,
Chief Financial Officer and Treasurer

BORDERS PROPERTIES, INC.

**BORDERS INTERNATIONAL
SERVICES, INC.**

By: 
Name: Mark R. Bierley
Title: Executive Vice President, Chief
Financial Officer and Treasurer

BGP (UK) LIMITED

By: 
Name: Mark R. Bierley
Title: Director

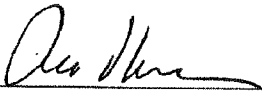
[Signature Page to Trademark Collateral Security and Pledge Agreement --Term Loan]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

BORDERS GROUP, INC.

By: _____
Name:
Title:

BORDERS, INC. (individually and as successor-in-interest to Waldenbooks Properties, Inc.)

By:  _____
Name: Thomas D. Carney
Title: Executive Vice President and Secretary

BGP (UK) LIMITED

By: _____
Name:
Title:

BORDERS DIRECT, LLC

By: Borders, Inc., its Sole Member

By: _____
Name:
Title:


BORDERS PROPERTIES, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Collateral Security and Pledge Agreement – Term Loan]


BORDERS DIRECT, LLC

By: Borders, Inc., its Sole Member

By: 
Name: Mark R. Bierley
Title: Executive Vice President,
Chief Financial Officer
and Treasurer

[Signature Page to Trademark Collateral Security and Pledge Agreement -Term Loan]

GA CAPITAL, LLC,
as Administrative Agent

By: 
Name: Daniel Platt
Title: President and Portfolio Manager

[Signature Page to Trademark Collateral Security and Pledge Agreement – Term Loan]

TRADEMARK
REEL: 004189 FRAME: 0954

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 30th day of March, 2010, before me, the undersigned notary public, personally appeared Mark B. Budek proved to me through satisfactory evidence of identification, which ~~were~~ was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as EVP, CFO & Treasurer of Borders Group, Inc.

Kay Kohler
(official signature and seal of notary)

My commission expires:

KAY KOHLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Jan 22, 2012
ACTING IN COUNTY OF Washtenaw

[Notary Acknowledgement to Trademark Collateral Security and Pledge Agreement - Term Loan]

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Michigan)
COUNTY OF Washtenaw) ss.

On this 30th day of March, 2010, before me, the undersigned notary public, personally appeared Thomas D. Carney, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Executive Vice President and Secretary of Borders, Inc. (individually and as successor-in-interest to Waldenbooks Properties, Inc.)).

Kay Kohler
(official signature and seal of notary)

My commission expires:

KAY KOHLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Jan 22, 2012
ACTING IN COUNTY OF Washtenaw

[Notary Acknowledgement to Trademark Collateral Security and Pledge Agreement – Term Loan]

TRADEMARK
REEL: 004189 FRAME: 0956

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 30th day of March, 2010, before me, the undersigned notary public, personally appeared Mark R. G. [unclear], proved to me through satisfactory evidence of identification, which ~~were~~ was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as EVP, CFO & [unclear] of Borders Properties, Inc.
Treasurer

Kay Kohler
(official signature and seal of notary)

My commission expires:

KAY KOHLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Jan 22, 2012
ACTING IN COUNTY OF Washtenaw

[Notary Acknowledgement to Trademark Collateral Security and Pledge Agreement - Term Loan]

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 30th day of March, 2010, before me, the undersigned notary public, personally appeared Reza S. S. S., proved to me through satisfactory evidence of identification, which were was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as EVP, CFO & of Borders International,
Treasurer Services, Inc.

Kay Kohler
(official signature and seal of notary)

My commission expires:

KAY KOHLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Jan 22, 2012
ACTING BY Debra M. M. Washburn

[Notary Acknowledgement to Trademark Collateral Security and Pledge Agreement – Term Loan]

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 30th day of March, 2010, before me, the undersigned notary public, personally appeared Mert R. Cude, proved to me through satisfactory evidence of identification, which ~~were~~ was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Director of BGP (UK) Limited.

Kay Kohler
(official signature and seal of notary)

My commission expires:

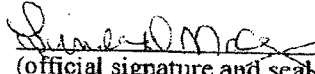
KAY KOHLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Jan 22, 2012
ACTING IN COUNTY OF Washtenaw

[Notary Acknowledgement to Trademark Collateral Security and Pledge Agreement - Tenn Loan]

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW) ss.

On this 30 day of March, 2010, before me, the undersigned notary public, personally appeared Mark R. Bick, proved to me through satisfactory evidence of identification, which were was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Officer of Borders, Inc., as Sole Member of Borders Direct, LLC


(official signature and seal of notary)

My commission expires:

LINDA D. MC GEACHY
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Jun 28, 2011
ACTING IN COUNTY OF Washtenaw

[Notary Acknowledgement to Trademark Collateral Security and Pledge Agreement – Term Loan]

SCHEDULE A

Trade Names

Trade names of Borders, Inc.

Paperchase
Christmas on the Mall
Books on the Mall
Day by Day Calendar Co.
LEGO Kiosk
The Library, Ltd.
Planet Music, Inc.
Borders Outlet
Games Express
Powered by Borders
Books Etc.
Otaku Takeout
Messages of Faith
Waldenbooks/Waldenkids
Coopersmith's
Waldenbooks
Walden Book Company, Inc.
Borders Express
Brentano's
Reader's Market
Waldenbooks Properties, Inc.
Borders Newsstand

Trade names of Borders Direct, LLC

BORDERS.COM

Trade names of Borders Group, Inc.

State Street Press

Licensing Agreements

1. Trade Mark Licensing Agreement dated February 1, 2009, under which Borders Properties, Inc. grants Borders International Services, Inc. the right to use the following trademark: Borders, in connection with the following business services: retail book store services, retail music store services and retail media store services.
2. Intangible Know-How Licensing Agreement dated February 1, 2009, under which Borders, Inc. grants Borders International Services, Inc. the right to use certain know-how in connection with the following business services: retail book store services, retail music store services and retail media store services.
3. Trade Mark and Intangible Know-How Licensing Agreement dated February 1, 2009, under which Borders Properties, Inc. grants Borders Direct, LLC the right to use the following trademarks: Borders and Borders.com, in connection with the following

business services: internet retail book store services, internet retail music store services, internet media store services and computer assisted electronic transmission of data.

4. Trade Mark and Intangible Know-How Licensing Agreement dated February 1, 2009, under which Borders Properties, Inc. grants Borders, Inc. (as successor to Walden Book Company, Inc.) the right to use the following trademarks: Waldenbooks and Borders Express, in connection with the following business services: retail book store services, retail music store services, and retail media store services.
5. Trade Mark and Intangible Know-How Licensing Agreement dated February 1, 2009, under which Borders Properties, Inc. grants Borders, Inc. the right to use the following trademarks: Borders, Borders Books & Music, Borders Books Music Movies, and Borders Books Music Movies Cafe, in connection with the following business services: retail book store services, retail music store services and retail media store services.
6. Trade Mark and Intangible Know-How Licensing Agreement dated February 4, 2009, under which Paperchase Products Limited grants Borders, Inc. the right to use the following trademarks:

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
UK	Paperchase	848586	848586
China	Paperchase	6488421	
UK	Paperchase	1114313	1114313
Germany	Paperchase	307 26 323	
India	Paperchase	1808052	
UK	Paperchase	848585	848585
Ireland	Paperchase	231804	231804
Italy	Paperchase	8884 99MI	887256
China	Paperchase	6488551	
New Zealand	Paperchase	728397	728397
New Zealand	Paperchase	128038	128038
Ireland	Paperchase	285379	102943
Australia	Paperchase	332932	332932
Australia	Paperchase	1051598	1051598
Japan	Paperchase	2007-120385	
Germany	Paperchase	P28864	1053855
USA	Paperchase	73/187,735	1159918
USA	Paperchase	78/824,548	3178229
UAE	Paperchase	85550	
UAE	Paperchase	85552	
Benelux	Paperchase	631835	362310
UK	Paperchase	1114312	1114312
UK	Paperchase	1114314	1114314
France	Paperchase	531785	1658819
France	Paperchase	513078	1548415
Canada	Paperchase	1,374,013	
UK	Paperchase	848584	848584
European (O.H.I.M.)	Paperchase	006500375	
UK	Paperchase	1118041	1118041

in connection with the following business services: restaurant services, retail book store services, retail music store services, books and printed materials, music-related products, computer assisted electronic transmission of data, inventory control software, tote bags, coffee mugs, wearing apparel, and paper products.

7. Trade Mark and Intangible Know-How Licensing Agreement dated February 1, 2009, under which Borders Properties, Inc. grants Borders/JGE Detroit Metro Joint Venture LLC the right to use the following trademark: Borders, in connection with the following

business services: retail book stores services, retail music store services, retail media store services, and retail newsstand services.

8. Master Licensing Agreement dated August 11, 2004 under which Seattle's Best Coffee, LLC grants Borders, Inc. the right to use certain trademarks, service names and service marks in the operation of certain retail stores engaged in the sale of coffee, tea, food and other items.
9. Brand License Deed dated June 10, 2008, under which Borders Properties, Inc. grants Spine Newco Pty Limited the right to use certain trademarks and domain names in connection with the conduct of its business in certain geographical areas.
10. Area Development and Operation Agreement dated April 18, 2006, under which Borders International Services, Inc. grants Al Maya International Ltd. (FZC) the right to use certain trademarks in connection with the operation of its stores in certain geographical areas.
11. Area Development and Operation Agreement dated March 14, 2005, under which Borders International Services, Inc. grants Berjaya Books SDN BHD the right to use certain trademarks in connection with the operation of its stores in certain geographical areas.

Trademarks and Trademark Registrations

(see attached)

Trademarks owned by Borders, Inc.

Trademark Name	Application Number	Registration Number	Trademark Status	Jurisdiction	Date Filed	Registration Date
LITTLE READER	73/759102	1562124	Registered	United States of America	October 24, 1988	October 24, 1989
NO NONSENSE STUDY GUIDES	73/781345	1563330	Registered	United States of America	February 21, 1989	October 31, 1989
BRENTANO'S	15709	15709	Registered	Bahamas	March 5, 1993	March 22, 1994
BRENTANO'S	384507	TMA218,762	Registered	Canada	April 1, 1975	February 4, 1977
BRENTANO'S	73/571,218	1493633	Registered	United States of America	December 2, 1985	June 21, 1988
DAY BY DAY CALENDAR CO	T02/16130H	T02/16130H	Registered	Singapore	October 17, 2002	November 2, 2004
DAY BY DAY CALENDAR CO	802184	802184	Registered	Australia	July 30, 1999	July 3, 2001
DAY BY DAY CALENDAR CO	842480	TMA511,919	Registered	Canada	April 17, 1997	May 18, 1999
DAY BY DAY CALENDAR CO	2004-16625		Pending	Malaysia	October 27, 2004	
DAY BY DAY CALENDAR CO	T98/380498I	T98/03804I	Registered	Singapore	April 23, 1998	September 8, 2003
DAY BY DAY CALENDAR CO	75/042,868	2050497	Registered	United States of America	January 16, 1996	April 8, 1997
DAY BY DAY CALENDAR		10103110	Registered	Nebraska		October 4, 2007
HAILING FREQUENCIES	74/516,316	1879743	Registered	United States of America	April 25, 1994	February 21, 1995
ROMANTIC READER	74/516,320	1886029	Registered	United States of America	April 25, 1994	March 28, 1995
WALDENBOOKS	224637	224637	Registered	New Zealand	February 5, 1993	January 12, 1996
WALDENBOOKS	720170	720170	Registered	Australia	October 23, 1996	September 26, 1997
WALDENBOOKS	15707	15707	Registered	Bahamas	March 5, 1993	March 22, 1994
WALDENBOOKS	25162	25162	Registered	Bermuda	July 28, 1993	March 2, 1995
WALDENBOOKS	94010944	837615	Registered	China (People's Republic)	February 5, 1994	May 7, 1996
WALDENBOOKS	223794	15680045	Registered	El Salvador	June 23, 1994	January 16, 1997
WALDENBOOKS	21840	21840	Registered	European Community	April 1, 1996	March 9, 2000
WALDENBOOKS	2200897	2200897	Registered	European Community	May 2, 2001	May 21, 2002
WALDENBOOKS	397151535	397151535	Registered	Germany	April 7, 1997	October 15, 1997
WALDENBOOKS	9414126	B0749595	Registered	Hong Kong	December 28, 1993	September 6, 1995
WALDENBOOKS	971281	213127	Registered	Ireland	April 7, 1997	April 7, 1997
WALDENBOOKS	96014625	96014625	Registered	Malaysia	November 30, 1996	February 24, 2006
WALDENBOOKS	81477	81477-02	Registered	Panama	June 21, 1996	June 21, 1996
WALDENBOOKS	90863	63501	Registered	Philippines	February 8, 1994	August 13, 1996
WALDENBOOKS	9705249	9705249	Registered	South Africa	April 9, 1997	April 9, 1997
WALDENBOOKS	931997	931997	Registered	St. Lucia	May 8, 1997	October 10, 1997
WALDENBOOKS	29161997	449316	Registered	Switzerland	April 14, 1997	February 2, 1998
WALDENBOOKS	1035810	B1035810	Registered	United Kingdom	September 25, 1974	July 8, 1976
WALDENBOOKS	2028112	2028112	Registered	United Kingdom	July 24, 1995	January 8, 1999
WALDENBOOKS	74/702,187	2017186	Registered	United States of America	July 17, 1995	November 19, 1996
WALDENBOOKS	75/496,486	2459914	Registered	United States of America	November 12, 1996	June 12, 2001
WALDENBOOKS	N145297	28077	Registered	Viet Nam	April 15, 1997	September 3, 1998
WALDENBOOKS PREFERRED READER	122521993	3278639	Registered	Japan	December 8, 1993	April 11, 1997
WALDENBOOKS PREFERRED READER	74/049,152	1649653	Registered	United States of America	April 16, 1990	July 2, 1991
WALDONBOOKS.COM			Registered	United States of America	March 29, 2006	March 29, 2006
FUCKWALDENBOOKS.COM			Registered	United States of America	February 28, 2002	February 28, 2002

Trademarks owned by Borders Properties, Inc.

Trademark Name	Application Number	Registration Number	Trademark Status	Jurisdiction	Date Filed	Registration Date
ALL THINGS LOCAL	76597659	2982803	Registered	United States of America	June 16, 2004	August 9, 2005
BGFCORP NET	1894411	1703686	Registered	United States of America	October 6, 1993	November 10, 1998
BORDERS	IM96052312	18218	Registered	Argentina	May 23, 1996	November 12, 1996
BORDERS	613578	613578	Registered	Aruba	October 13, 1993	September 26, 1996
BORDERS	706042	706042	Registered	Australia	April 9, 1996	March 6, 1998
BORDERS	AM023196	168400	Registered	Australia	April 12, 1996	February 20, 1997
BORDERS	46709	46709	Registered	Bahrain	February 5, 2006	February 5, 2006
BORDERS	869237	602753	Registered	Benelux	April 15, 1996	September 2, 1997
BORDERS	817645772	817645772	Registered	Brazil	December 6, 1993	September 12, 2000
BORDERS	817645764	817645764	Registered	Brazil	December 6, 1993	September 3, 1996
BORDERS	819477443	819477443	Registered	Brazil	September 13, 1996	April 6, 1999
BORDERS	738559	TMA496923	Registered	Canada	October 6, 1993	July 2, 1998
BORDERS	809882	TMA513947	Registered	Canada	April 12, 1996	August 4, 1999
BORDERS	255090	782297 (474140)	Registered	Chile	October 7, 1993	December 13, 1996
BORDERS	356755	802282	Registered	Chile	October 3, 1996	June 20, 1997
BORDERS	255091	429605	Registered	Chile	October 7, 1993	August 1, 1994
BORDERS	94078333	850670	Registered	China (People's Republic)	August 10, 1994	June 28, 1996
BORDERS	93109619	762521	Registered	China (People's Republic)	November 11, 1993	August 21, 1995
BORDERS	960060023	1085887	Registered	China (People's Republic)	May 20, 1996	August 21, 1997
BORDERS	96039168	206432	Registered	China (People's Republic)	July 24, 1996	November 26, 1997
BORDERS	126496	125221	Registered	Colombia	July 29, 1996	May 19, 1997
BORDERS	110245	205535	Registered	Cuba	April 11, 1996	November 21, 1997
BORDERS	66201993	85111994	Registered	Czech Republic	October 13, 1993	December 9, 1994
BORDERS	24061996	VR199704585	Registered	Denmark	April 12, 1996	October 31, 1997
BORDERS	85617	85617	Registered	Denmark	July 12, 1996	September 15, 1996
BORDERS	85853	85853	Registered	Dominican Republic	July 12, 1996	September 15, 1996
BORDERS	153396	153396	Registered	Dominican Republic	August 5, 2002	June 4, 2008
BORDERS	38034	38034	Registered	Egypt	April 1, 1996	April 16, 1998
BORDERS	2197143	2197143	Registered	European Community	April 27, 2001	December 11, 2003
BORDERS	450393	134954	Registered	European Community	October 8, 1993	December 5, 1994
BORDERS	961912	205049	Registered	Finland	April 17, 1996	March 14, 1997
BORDERS	96621231	96621231	Registered	Finland	April 16, 1996	September 27, 1996
BORDERS	396170501	396170501	Registered	France	April 9, 1996	August 20, 1996
BORDERS	129502	129502	Registered	Germany	May 14, 1996	December 17, 1998
BORDERS	345	345Reg105	Registered	Greece	May 22, 1996	August 26, 1996
BORDERS	9310808	B00209/96	Registered	Haiti	October 12, 1993	January 10, 1996
BORDERS			Registered	Hong Kong		

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BORDERS	9310807	B00208/96	Registered	Hong Kong	October 12, 1993	January 10, 1996
BORDERS	608953	608953B	Registered	India	October 8, 1993	June 13, 2003
BORDERS	608952	608952	Registered	India	October 8, 1993	September 12, 2008
BORDERS	J96 12337	IDM000089375	Registered	Indonesia	June 14, 1996	September 20, 2006
BORDERS	956223	201836	Registered	Ireland	September 7, 1995	July 1, 1996
BORDERS	962554	202047	Registered	Ireland	April 11, 1996	July 1, 1996
BORDERS	89180	89180	Registered	Israel	October 11, 1993	July 4, 1995
BORDERS	T096C001138	744869	Registered	Italy	April 18, 1996	March 31, 1998
BORDERS	5104481	3254112	Registered	Japan	October 18, 1993	January 31, 1997
BORDERS	5104482	3239818	Registered	Japan	October 18, 1993	December 25, 1996
BORDERS	847461	4257799	Registered	Japan	May 2, 1996	April 2, 1999
BORDERS	2007-100714		Pending	Japan	September 26, 2007	
BORDERS	160493	100493	Registered	Jordan	May 12, 2008	May 12, 2008
BORDERS	160213	100213	Registered	Jordan	May 14, 2008	May 14, 2008
BORDERS	61431993	26303	Registered	Korea, Republic of	October 11, 1993	March 6, 1995
BORDERS	74740	61739	Registered	Kuwait	January 23, 2006	September 24, 2006
BORDERS	2004-11460	4011460	Registered	Malaysia	August 6, 2004	September 28, 2006
BORDERS	9307955	93007955	Registered	Malaysia	October 12, 1993	December 22, 1995
BORDERS	97021157	97021157	Registered	Malaysia	December 3, 1997	July 4, 2007
BORDERS	181493	524814	Registered	Mexico	October 26, 1993	June 27, 1996
BORDERS	181679	457569	Registered	Mexico	October 27, 1993	April 18, 1994
BORDERS	181680	457570	Registered	Mexico	October 27, 1993	April 18, 1994
BORDERS	330105	618989	Registered	Mexico	April 22, 1998	August 25, 1999
BORDERS	D-4338	4105	Registered	Netherlands Antilles	November 6, 2001	February 18, 2002
BORDERS	230795	230795	Registered	New Zealand	October 6, 1993	May 2, 1997
BORDERS	260777	260777	Registered	New Zealand	April 10, 1996	April 10, 1996
BORDERS	935016	174560	Registered	Norway	October 15, 1993	June 27, 1996
BORDERS	962995	188076	Registered	Norway	May 9, 1996	January 22, 1998
BORDERS	37914	37914	Registered	Oman	October 26, 2005	September 3, 2006
BORDERS	81931	081931-02	Registered	Panama	July 11, 1996	July 11, 1996
BORDERS	23600	10356	Registered	Peru	October 16, 1996	April 7, 1997
BORDERS	114562	4-1996-114562	Registered	Philippines	October 3, 1996	July 4, 2002
BORDERS	4-2007-005331	4-2007-005331	Registered	Philippines	May 25, 2007	September 22, 2008
BORDERS	Z158492	108197	Registered	Poland	April 11, 1996	August 16, 1999
BORDERS	316841	316841	Registered	Portugal	April 25, 1996	January 15, 1997
BORDERS	38402	38402	Registered	Qatar	January 26, 2006	September 17, 2008
BORDERS	96707490	173748	Registered	Russian Federation	June 11, 1996	April 6, 1999
BORDERS	123312	1017/98	Registered	Saudi Arabia	October 27, 2007	October 14, 2008
BORDERS	801593	B801593	Registered	Singapore	October 14, 1993	October 14, 1993

BORDERS	801493	801493	Registered	Singapore	October 14, 1993	July 21, 1999
BORDERS	396096	396096	Registered	Singapore	April 20, 1996	April 20, 1996
BORDERS	T99/00633G	T99/00633G	Registered	Singapore	January 25, 1999	March 17, 2003
BORDERS	133999	T99/01339B	Registered	Singapore	February 13, 1999	February 13, 1999
BORDERS	97296	191763	Registered	Slovakia	April 16, 1996	August 23, 2000
BORDERS	9604778	9604778	Registered	South Africa	April 11, 1996	April 12, 1999
BORDERS	1790271	1790271	Registered	Spain	November 18, 1993	April 5, 1994
BORDERS	2023800	2023800	Registered	Spain	April 16, 1996	February 5, 1997
BORDERS	9603967	319303	Registered	Sweden	April 15, 1996	November 8, 1996
BORDERS	25991996	457413	Registered	Switzerland	April 10, 1996	December 23, 1998
BORDERS	8523917	104316	Registered	Taiwan	May 18, 1995	November 1, 1998
BORDERS	96040980	15709	Registered	Ukraine	April 19, 1996	September 15, 2000
BORDERS	77044	54710	Registered	United Arab Emirates	January 25, 2006	October 9, 2007
BORDERS	1549748	1549748	Registered	United Kingdom	October 6, 1993	December 22, 1995
BORDERS	2033339	2033339	Registered	United Kingdom	September 13, 1995	August 24, 2001
BORDERS	2068567	2068567	Registered	United Kingdom	April 12, 1996	September 11, 1998
BORDERS	74562922	2044230	Registered	United States of America	August 19, 1994	March 11, 1997
BORDERS	74347574	1792079	Registered	United States of America	January 11, 1993	September 7, 1993
BORDERS	N133696	23929	Registered	Viet Nam	April 9, 1996	March 27, 1997
BORDERS BOOK SHOP	73270671	1187210	Registered	United States of America	July 18, 1980	January 19, 1982
BORDERS BOOKS & MUSIC	817634649	817634649	Registered	Brazil	November 26, 1993	September 14, 1999
BORDERS BOOKS & MUSIC	817642757	817642757	Registered	Brazil	December 3, 1993	July 22, 1997
BORDERS BOOKS & MUSIC	739318	TMA496925	Registered	Canada	October 18, 1993	July 2, 1998
BORDERS BOOKS & MUSIC	122390	122390	Registered	Pakistan	October 31, 1993	April 28, 1998
BORDERS BOOKS & MUSIC	1550504	1550504	Registered	United Kingdom	October 13, 1993	October 4, 1996
BORDERS BOOKS & MUSIC	74398474	1827878	Registered	United States of America	June 4, 1993	March 22, 1994
BORDERS BOOKS MUSIC CAFE	75465857	2224415	Registered	United States of America	April 10, 1998	February 16, 1999
BORDERS BOOKS MUSIC MOVIES CAFE	76595570	2980661	Registered	United States of America	June 4, 2004	August 2, 2005
BORDERS BOOKS MUSIC CAFE	45616	45616	Registered	California	March 5, 1996	March 5, 1996
BORDERS EXPRESS	1094083	1094083	Registered	Australia	January 10, 2006	August 21, 2006
BORDERS EXPRESS	6194245	6194245	Registered	European Community	August 13, 2007	
BORDERS EXPRESS	2005-03353	5063553	Registered	Malaysia	March 7, 2005	April 12, 2008
BORDERS EXPRESS	2464231	2464231	Registered	United Kingdom	August 13, 2007	
BORDERS EXPRESS	76587802	3009250	Registered	United States of America	April 21, 2004	October 25, 2005
BORDERS INK	77723342		Published	United States of America	April 27, 2009	
BORDERS OUTLET	1094082	1094082	Registered	Australia	January 10, 2006	August 21, 2006
BORDERS OUTLET	78787840	3158744	Registered	United States of America	January 9, 2006	October 17, 2006
BORDERS REWARDS	1112963	1112963	Registered	Australia	May 9, 2006	September 11, 2006
BORDERS REWARDS	2006/01076	234429	Registered	Ireland	May 8, 2006	May 8, 2006

BORDERS REWARDS	2006-07703	2006-07703	Registered	Malaysia	May 9, 2006	October 16, 2008
BORDERS REWARDS	747673	747673	Registered	New Zealand	May 9, 2006	November 9, 2005
BORDERS REWARDS	T06/08748Z	T06/08748Z	Registered	Singapore	May 9, 2006	March 27, 2007
BORDERS REWARDS	80477	78765	Registered	United Arab Emirates	May 9, 2006	January 15, 2007
BORDERS REWARDS	2421252	2421252	Registered	United Kingdom	May 8, 2006	November 24, 2006
BORDERS REWARDS	78750522	3157981	Registered	United States of America	November 9, 2005	October 17, 2006
BORDERS SHORTLIST	77724593		Published	United States of America	April 29, 2009	
BORDERS.COM	1271498	1271498	Registered	Australia	November 7, 2008	March 19, 2009
BORDERS.COM	200802342	24025	Registered	Ireland	November 6, 2008	November 6, 2008
BORDERS.COM	2008-22421		Pending	Malaysia	November 10, 2008	
BORDERS.COM	798608	798608	Registered	New Zealand	November 6, 2008	May 14, 2008
BORDERS.COM	T0815470B		Published	Singapore	November 7, 2008	
BORDERS.COM	122212		Pending	United Arab Emirates	November 11, 2008	
BORDERS.COM	2501717	2501717	Registered	United Kingdom	November 5, 2008	May 22, 2009
BORDERS.COM	77473,843	3599990	Registered	United States of America	May 14, 2008	March 31, 2009
BORDERSBOOKS.COM			Registered	United States of America		February 27, 2006
BORDERSBOOKSANDMUSIC.COM			Registered	United States of America		February 27, 2006
BORDERSBOOKSTORE.COM			Registered	United States of America		October 9, 2006
DELICIOUS LIFE	77734,493	3701720	Registered	United States of America	May 12, 2009	October 27, 2009
FUCKBORDERS.COM			Registered	United States of America	November 24, 2004	February 28, 2002
GIFTMIXER 3000	76632,287	3044066	Registered	United States of America	November 24, 2004	January 17, 2006
GREAT COOKS & THEIR BOOKS	76415,147	2941070	Registered	United States of America	May 31, 2002	April 19, 2005
MAGIC SHELF	1223286	1223286	Registered	Australia	February 7, 2008	June 10, 2008
MAGIC SHELF	6656474	6656474	Registered	European Community	February 8, 2008	May 29, 2009
MAGIC SHELF	2068-02430	8002430	Registered	Malaysia	February 11, 2008	August 17, 2009
MAGIC SHELF	783925	783925	Registered	New Zealand	February 7, 2008	August 7, 2008
MAGIC SHELF	T08/01580Z	T08/01580Z	Registered	Singapore	February 11, 2008	August 5, 2008
MAGIC SHELF	106840		Pending	United Arab Emirates	February 7, 2008	
MAGIC SHELF	777251,695	3473505	Registered	United States of America	August 9, 2007	July 22, 2008
MIDNIGHT MAGIC PARTY	78729,935	3145221	Registered	United States of America	October 10, 2005	September 19, 2006
ORIGINAL VOICES	74713,749	1996858	Registered	United States of America	August 10, 1995	August 27, 1996
SHELF INDULGENCE	7775577	3748957	Registered	United States of America	June 5, 2009	February 16, 2010
SHORTLIST	77706,589		Pending	United States of America	April 3, 2009	
BORDERS DVD ESSENTIALS*	76459266	2741680	Registered	United States of America	October 11, 2002	July 29, 2003

* This trademark has been abandoned by the Company.

SCHEDULE B

Trademarks and Trademark Registrations not constituting Excluded Trademarks

Trade Names

Trade names of Borders, Inc.
Paperchase
Waldenbooks
Borders Express

Trade names of Borders Direct, LLC
BORDERS.COM

Licensing Agreements

1. Trade Mark and Intangible Know-How Licensing Agreement dated February 4, 2009, under which Paperchase Products Limited grants Borders, Inc. the right to use the following trademarks:

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
UK	Paperchase	849598	849598
China	Paperchase	8498421	
UK	Paperchase	1114313	1114313
Germany	Paperchase	307 26 323	
India	Paperchase	1608052	
UK	Paperchase	949595	949595
Ireland	Paperchase	231804	231804
Italy	Paperchase	8694 99MI	887255
China	Paperchase	8498551	
New Zealand	Paperchase	728397	728397
New Zealand	Paperchase	128038	128038
Ireland	Paperchase	2853/79	102943
Australia	Paperchase	332932	332932
Australia	Paperchase	1051598	1051598
Japan	Paperchase	2007-120385	
Germany	Paperchase	F28864	1053955
USA	Paperchase	73/187,735	1159918
USA	Paperchase	78/824,548	3178229
UAE	Paperchase	95550	
UAE	Paperchase	95552	
Benelux	Paperchase	831835	362310
UK	Paperchase	1114312	1114312
UK	Paperchase	1114314	1114314
France	Paperchase	531785	1658819
France	Paperchase	513078	1548415
Canada	Paperchase	1,374,013	
UK	Paperchase	949594	949594
European (O.H.I.M.)	Paperchase	006500375	
UK	Paperchase	1118041	1118041

in connection with the following business services: restaurant services, retail book store services, retail music store services, books and printed materials, music-related products, computer assisted electronic transmission of data, inventory control software, tote bags, coffee mugs, wearing apparel, and paper products.

Trademarks and Trademark Registrations

(see attached)

Trademarks Owned By Borders Properties, Inc.

Trademark Name	Application Number	Registration Number	Trademark Status	Jurisdiction	Date Filed	Registration Date
BORDERS	38034	38034	Registered	European Community	April 1, 1996	April 16, 1998
BORDERS	2197143	2197143	Registered	European Community	April 27, 2001	December 11, 2003
BORDERS	1549748	1549748	Registered	United Kingdom	October 6, 1993	December 22, 1995
BORDERS	2033339	2033339	Registered	United Kingdom	September 13, 1995	August 24, 2001
BORDERS	2068567	2068567	Registered	United Kingdom	April 12, 1996	September 11, 1998
BORDERS	74/562,922	2044230	Registered	United States of America	August 19, 1994	March 11, 1997
BORDERS	74/347,574	1792079	Registered	United States of America	January 11, 1993	September 7, 1993
BORDERS BOOK SHOP	73/270,671	1187210	Registered	United States of America	July 18, 1980	January 19, 1982
BORDERS BOOKS & MUSIC	1550504	1550504	Registered	United Kingdom	October 13, 1993	October 4, 1996
BORDERS BOOKS & MUSIC	74/398,474	1827878	Registered	United States of America	June 4, 1993	March 22, 1994
BORDERS BOOKS MUSIC CAFE	75/465,857	2224415	Registered	United States of America	April 10, 1998	February 16, 1999
BORDERS BOOKS MUSIC MOVIES CAFE	76/595,570	2980661	Registered	United States of America	June 4, 2004	August 2, 2005
BORDERS EXPRESS	6194245		Registered	European Community	August 13, 2007	
BORDERS EXPRESS	2464231		Registered	United Kingdom	August 13, 2007	
BORDERS EXPRESS	76/587,802	3009250	Registered	United States of America	April 21, 2004	October 25, 2005
BORDERS REWARDS	2421252	2421252	Registered	United Kingdom	May 8, 2006	November 24, 2006
BORDERS REWARDS	78/750,522	3157981	Registered	United States of America	November 9, 2005	October 17, 2006
BORDERS.COM	2501717	2501717	Registered	United Kingdom	November 5, 2008	May 22, 2009
BORDERS.COM	77/473,843	3599990	Registered	United States of America	May 14, 2008	March 31, 2009
BORDERSBOOKS.COM			Registered	United States of America		February 27, 2006
BORDERSBOOKSANDMUSIC.COM			Registered	United States of America		February 27, 2006
BORDERSBOOKSTORE.COM			Registered	United States of America		October 9, 2006

TRADEMARK

REEL: 004189 FRAME: 0971

Trademarks Owned By Borders, Inc.

Trademark Name	Application Number	Registration Number	Trademark Status	Jurisdiction	Date Filed	Registration Date
WALDENBOOKS	21840	21840	Registered	European Community	April 1, 1996	March 9, 2000
WALDENBOOKS	2200897	2200897	Registered	European Community	May 2, 2001	May 21, 2002
WALDENBOOKS	1035810	B1035810	Registered	United Kingdom	September 25, 1974	July 8, 1976
WALDENBOOKS	2028112	2028112	Registered	United Kingdom	July 24, 1995	January 8, 1999
WALDENBOOKS	74702,187	2017186	Registered	United States of America	July 17, 1995	November 19, 1996
WALDENBOOKS	75/196,486	2459914	Registered	United States of America	November 12, 1996	June 12, 2001

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, (a) **BORDERS GROUP, INC.**, a Michigan corporation, and **BORDERS, INC.**, a Colorado corporation (individually and as successor-in-interest to Waldenbooks Properties, Inc.) (each of the companies named in this clause (a) collectively, the "Borrowers"), (b) **BGP (UK) LIMITED** a company with limited liability organized under the laws of England and Wales, **BORDERS DIRECT, LLC**, a Virginia limited liability company, **BORDERS PROPERTIES, INC.**, a Delaware corporation, **BORDERS INTERNATIONAL SERVICES, INC.**, a Michigan corporation (and each of the companies named in this clause (b) collectively, the "Guarantors"), (c) each other party as shall from time to time become a party hereto (each such other party, the Borrowers and the Guarantors being hereinafter referred to from time to time as, individually, an "Assignor" and collectively, the "Assignors") have adopted and used and are using the trademarks and service marks (the "Marks") identified on the Annex hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

BORDERS GROUP, INC.

By: _____
Name:
Title:

BORDERS, INC. (individually and as successor-in-interest to Waldenbooks Properties, Inc.)

By: _____
Name:
Title:

BGP (UK) LIMITED

By: _____
Name:
Title:

BORDERS DIRECT, LLC

By: Borders, Inc., its Sole Member

By: _____
Name:
Title:

BORDERS PROPERTIES, INC.

By: _____
Name:
Title:

**BORDERS INTERNATIONAL SERVICES,
INC.**

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the ____ day of _____, 20__.

By: _____
Name:
Title:

ANNEX

(see attached)

CHIDMSI/2776451.1

TRADEMARK
REEL: 004189 FRAME: 0976

ANNEX

[BORROWER'S COUNSEL TO COMPLETE]

Trademark
or
Service Mark

Registrations -- State or
United States Patent and Trademark Office
Registration No. Registration Date

Trademark
or
Service Mark

Pending Applications --State or
United States Patent and Trademark Office
Serial No. Filing Date