

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GA Capital, LLC, as Administrative Agent		01/19/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Borders, Inc.		
Street Address:	100 Phoenix Dr., PO Box 7069		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48107-7069		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2050497	DAY BY DAY CALENDAR CO.	
CORRESPONDENCE DATA			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	201 S. Main Street, Ste 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104-2176		
ATTORNEY DOCKET NUMBER:	CALEN-BLUE		
NAME OF SUBMITTER:	Jeremy D. Bisdorf		
Signature:	/jdb/		
Date:	01/27/2011		

CH \$40.00 2050497

Total Attachments: 4
source=int52A#page1.tif
source=int52A#page2.tif
source=int52A#page3.tif
source=int52A#page4.tif

RELEASE OF SECURITY INTEREST IN CERTAIN PLEDGED TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN CERTAIN PLEDGED TRADEMARKS** (this "Release") is made as of January 19, 2011 (the "Effective Date"), by GA CAPITAL, LLC, as administrative agent (in such capacity, "Administrative Agent") for each of the Secured Parties (as defined in the Trademark Security Agreement referred to below), in favor of **BORDERS GROUP, INC., BORDERS, INC.** and the Guarantors named in the Trademark Security Agreement referred to below (collectively, the "Grantors"). All terms defined in the Release but not otherwise defined herein shall have the meanings ascribed to those terms in the Trademark Security Agreement (as defined below).

WHEREAS, Grantors entered into a Term Loan Agreement, dated as of March 31, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with GA Capital, LLC, as Administrative Agent, the Lenders party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated (as successor by merger to Banc of America Securities LLC), as Sole Arranger and Sole Bookrunner and Bank of America, N.A., as Documentation Agent;

WHEREAS, pursuant to a Trademark Collateral Security and Pledge Agreement, dated as of March 31, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Grantors granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantors' right, title and interest in and to the Pledged Trademarks, including the Pledged Trademarks identified on Schedule A attached hereto (the "Released IP"), to secure the prompt payment and performance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded on April 21, 2010, with the United States Patent and Trademark Office under Reel and Frame number 004189/00135 with respect to the Pledged Trademarks; and

WHEREAS, Grantors desire to sell the Released IP and have requested the Administrative Agent to release in its entirety its security interest in, to and under the Released IP, and the Administrative Agent is willing to release the Released IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees as follows:

1. The Administrative Agent, on behalf of the Secured Parties, hereby relinquishes, releases and discharges to the Grantors its security interest solely in, to and under the Released IP; provided that the Administrative Agent's security interest shall continue to attach to any and all proceeds from the sale of such Released IP. Nothing herein shall be deemed a relinquishment, release or discharge of the Administrative Agent's security interest in any other Pledged Trademarks.

2. The Administrative Agent hereby authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable government officer to record this Release.

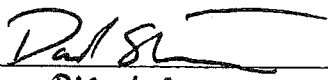
3. Except as specifically released hereby, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect.

4. This Release shall be governed by, and construed in accordance with the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL to be duly executed as of January 19, 2011.

GA CAPITAL, LLC,
as Administrative Agent

By: 
Its: Director

SCHEDULE A
Released IP

Trademark Name	Application Number	Registration Number	Trademark Status	Jurisdiction	Date Filed	Registration Date
<u>Day by Day Calendar Co.</u>	<u>75/042,868</u>	<u>2050497</u>	<u>Registered</u>	<u>United States of America</u>	<u>1/16/1996</u>	<u>4/8/1997</u>