

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

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Total Attachments: 4  
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**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 **BANK OF AMERICA, N.A.**, 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 Third Amended and Restated Credit Agreement, dated as of March 31, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Bank of America, N.A., as Administrative Agent, the Lenders party thereto, Bank of America, N.A. and General Electric Capital Corporation, as Co-Collateral Agents, General Electric Capital Corporation and Wells Fargo Retail Finance, LLC, as Co-Syndication Agents, JPMorgan Chase Bank, N.A., as Documentation Agent, and Bank of America, N.A., as Issuing Bank;

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 1, 2010, with the United States Patent and Trademark Office under Reel and Frame number 004178/0476 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 in, to and under the Released IP; provided that the Administrative Agent's security interests 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  
11, 2011.

BANK OF AMERICA, N.A.  
as Administrative Agent

By: \_\_\_\_\_  
Name: Andrew Cerussi  
Title: Senior Vice President

**SCHEDULE A**  
**Released IP**

<b>Trademark Name</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Trademark Status</b>	<b>Jurisdiction</b>	<b>Date Filed</b>	<b>Registration Date</b>
<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>