

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent and Administrative Agent		08/05/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Specialty Books, Inc.		
Street Address:	4700 South 19th Street		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68501		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3185880	SPECIALTY BOOKS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/0556		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		

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Date:

08/17/2011

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of August 5, 2011 (“Effective Date”) by and between **JPMorgan Chase Bank, N.A.**, as collateral agent and administrative agent, a national banking association (“Administrative Agent”), and **Specialty Books, Inc.**, a Delaware corporation (“Grantor”).

WHEREAS, Administrative Agent has acted as collateral agent and administrative agent for the banks and other financial institutions (the “Lenders”) from time to time parties to that certain Credit Agreement dated as of February 13, 1998, as amended and restated as of December 10, 2003, as further amended and restated as of March 4, 2004 and as of October 2, 2009 (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NBC Holdings Corp., NBC Acquisitions Corp., Nebraska Book Company, Inc. (the “Borrower”), the Lenders, the Administrative Agent, the other agents party thereto and the other Secured Parties (as defined in the Amended and Restated Guarantee and Collateral Agreement);

WHEREAS, in connection with the Credit Agreement, the Grantor, NBC Holdings Corp., NBC Acquisition Corp. and the Borrower and each other signatory party thereto executed and delivered a First Lien Amended and Restated Guarantee and Collateral Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, as further amended and restated as of March 4, 2004 (the “Existing Guarantee and Collateral Agreement”) and as further amended and restated as of October 2, 2009 (as so amended and as further amended from time to time, the “Amended and Restated Guarantee and Collateral Agreement”), in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the terms and conditions of the Existing Guarantee and Collateral Agreement, Grantor entered into a Grant of Security Interest in Trademark Rights agreement, dated January 29, 2009 (the “Existing Security Interest Agreement”), in favor of Administrative Agent;

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, Grantor and Administrative Agent entered into that certain Amended and Restated Grant of Security Interest in Trademark Rights agreement, dated October 2, 2009 (the “Amended and Restated Security Interest Agreement”), under which Grantor granted to Administrative Agent a continuing security interest in the Trademarks (as defined in the Amended and Restated Guarantee and Collateral Agreement and in the Amended and Restated Security Interest Agreement), including, but not limited to, the U.S. trademark applications and registrations set forth on the attached schedule;

WHEREAS, the Existing Security Interest Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on February 5, 2009 at Reel/Frame 3941/0406;

WHEREAS, the Amended and Restated Security Interest Agreement was recorded with the PTO on October 5, 2009 at Reel/Frame 4073/0962; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby terminates the Existing Security Interest Agreement and the Amended and Restated Security Interest Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Administrative Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) except as pursuant to the Credit Agreement or the Collateral Agreement, as amended, it has not recorded or otherwise evidenced its security interest with respect to any trademark, trademark application, trademark registration, or trade name or assumed name owned by Grantor, other than the Trademarks, in any jurisdiction throughout the world.

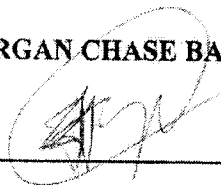
Administrative Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A.



Name: MONOCHÈRE ALAMGIR

Title: EXECUTIVE DIRECTOR

SCHEDULE

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
SPECIALTY BOOKS	78649357	06/13/2005	3185880	12/19/2006