

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. (successor to Chase Manhattan Bank, as Administrative Agent)		08/05/2011	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Nebraska Book Company, Inc.
Street Address:	4700 South 19th Street
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68501
Entity Type:	CORPORATION: KANSAS

Name:	NBC Acquisition Corp.
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:	1312759	NBC

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: Marcela Robledo, Esq.
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900199977

TRADEMARK
REEL: 004606 FRAME: 0758

CH \$40.00 1312759

Address Line 2: 425 Lexington Avenue
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ATTORNEY DOCKET NUMBER:	509265/0556
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	08/17/2011
Total Attachments: 2 source=NBCITMR1#page1.tif source=NBCITMR1#page2.tif	

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.** (successor to Chase Manhattan Bank, as administrative agent), a national banking association ("Administrative Agent"), and **NBC Acquisition Corp.**, a Delaware corporation ("Holdings"), and **Nebraska Book Company, Inc.**, a Kansas corporation ("Borrower"; Holdings and Borrower, together, the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement by and between Grantors and Administrative Agent dated February 13, 1998 (the "Collateral Agreement"), Grantors granted to Administrative Agent a security interest in and to each Grantor's right, title and interest in and to the Collateral (as defined in the Collateral Agreement), including, but not limited to, **U.S. trademark registration no. 1312759 "NBC,"** together with the goodwill associated therewith (the "Trademark");

WHEREAS, Grantors and Administrative Agent entered into the Collateral Agreement pursuant to the terms and conditions of that certain Credit Agreement by and among Grantors, Administrative Agent and the Lenders party thereto, dated February 13, 1998 (the "Credit Agreement");

WHEREAS, the Collateral Agreement was recorded with the United States Patent and Trademark Office ("PTO") on April 8, 1998 at Reel/Frame 1711/0528; and

WHEREAS, Grantors have paid all of their 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 Collateral Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark.

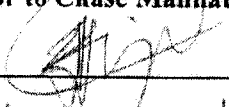
Administrative Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark; (iii) except as pursuant to the Credit Agreement or the Collateral 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 either Grantor, other than the Trademark, in any jurisdiction throughout the world.

Administrative Agent shall take all further actions, and provide to Grantors, their 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 Grantors to more fully and effectively effectuate the purposes of this Release.

* * * * *

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.
(successor to Chase Manhattan Bank, as Administrative Agent)


Name: MANOCHERE ALANGIR

Title: EXECUTIVE DIRECTOR