

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
A Book Company, LLC		06/29/2012	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza -- MD #10908F		
Internal Address:	Attn: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2502632	ECAMPUS.COM	
Registration Number:	4110544	BIGGERBOOKS.COM	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	5252-910/0769/BOOK COMPAN		
NAME OF SUBMITTER:	Richard S. Donnell		

CH \$65.00 2502632

Signature:	/richard s donnell/
Date:	07/05/2012
Total Attachments: 4 source=Book Company Trademark Security Agreement#page1.tif source=Book Company Trademark Security Agreement#page2.tif source=Book Company Trademark Security Agreement#page3.tif source=Book Company Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT
(Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 2012 (the "Effective Date"), is entered into by and between **A BOOK COMPANY, LLC**, a Kentucky limited liability company ("Debtor"), whose principal place of business and mailing address is 2373 Palumbo Drive, Lexington, Kentucky 40509, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (in such capacities, "Secured Party"), with an office at 38 Fountain Square Plaza, MD #10908F, Cincinnati, Ohio 45263, Attention: Structured Finance Group, is as follows:

This Agreement is executed in connection with: (a) the Credit Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Lender, Debtor and GB Rentals, LLC, a Kentucky limited liability company, and (b) the Trademark Security Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Debtor and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

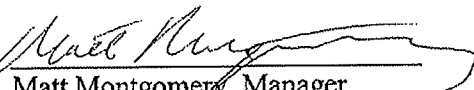
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of the following:

(a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

A BOOK COMPANY, LLC

By: 
Matt Montgomery, Manager

FIFTH THIRD BANK

By: _____
Adam Rottenberg, Officer

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT (SHORT FORM)


TRADEMARK
REEL: 004815 FRAME: 0186

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

A BOOK COMPANY, LLC

By: _____
Matt Montgomery, Manager

FIFTH THIRD BANK

By:  _____
Adam Rottenberg, Officer

SCHEDULE I

U.S. REGISTERED TRADEMARKS

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
ECAMPUS.COM	05-28-1999	75/715808	10-30-2001	2,502,632
BIGGERBOOKS.COM	07-20-2011	76/708441	03-13-2012	4,110,544