

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
UBS AG		09/28/2012	National Bank: SWITZERLAND
Wells Fargo Capital Finance, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Yankee Book Peddler, Inc.		
Street Address:	999 Maple Street		
City:	Contoocook		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03229		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2712359	GOBI	
Registration Number:	2993944	PUBLISHER ALLEY	
Registration Number:	2571491	YBP	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40767-078		

CH \$90.00 2712359

NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	09/28/2012
<p>Total Attachments: 14</p> <p>source=Release of Security Interest in Trademarks by UBS (1)#page1.tif source=Release of Security Interest in Trademarks by UBS (1)#page2.tif source=Release of Security Interest in Trademarks by UBS (1)#page3.tif source=Release of Security Interest in Trademarks by UBS (1)#page4.tif source=Release of Security Interest in Trademarks by UBS (1)#page5.tif source=Release of Security Interest in Trademarks by UBS (1)#page6.tif source=Release of Security Interest in Trademarks by UBS (1)#page7.tif source=Release of Security Interest in Trademarks by UBS (1)#page8.tif source=Release of Security Interest in Trademarks by UBS (1)#page9.tif source=Release of Security Interest in Trademarks by UBS (1)#page10.tif source=Release of Security Interest in Trademarks by UBS (1)#page11.tif source=Release of Security Interest in Trademarks by UBS (1)#page12.tif source=Release of Security Interest in Trademarks by UBS (1)#page13.tif source=Release of Security Interest in Trademarks by UBS (1)#page14.tif</p>	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 28, 2012, is made by UBS AG, Stamford Branch, a Swiss national bank with offices located at 677 Washington Boulevard, Stamford, Connecticut 06901 ("UBS"), in its capacity as co-collateral agent, and Wells Fargo Capital Finance, LLC, a Delaware limited liability company with offices located at 12 East 49th Street, 43rd Floor, New York, New York 10017 ("Wells Fargo"), in its capacity as co-collateral agent (as successor to Bank of America, N.A. ("BofA")) (each of UBS and Wells Fargo, a "Co-Collateral Agent" and collectively, the "Co-Collateral Agents"), in favor of Baker & Taylor Inc., a Delaware corporation with offices located at 2550 West Tyvola road, Suite 300, Charlotte, North Carolina 28217, J.A. Majors Company, a Louisiana corporation with offices located at 1401 Lakeway Drive, Lewisville, Texas 75057, Professional Media Service, Corp., a California corporation with offices located at 2550 West Tyvola Road, Suite 300, Charlotte, North Carolina 28217, Yankee Book Peddler, Inc., a New Hampshire corporation with offices located at 999 Maple Street, Contoocook, New Hampshire 03229, and YBP Library Services, Inc., a New Hampshire corporation with offices located at 999 Maple Street, Contoocook, New Hampshire 03229 (each a "Assignee" and collectively, the "Assignees"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreements (as defined below), as applicable.

WHEREAS, UBS, BofA and the Assignees, amongst others, are party to that certain Credit Agreement, dated as of July 3, 2006 (as amended, restated, amended and restated, extended or otherwise modified, the "Original Credit Agreement");

WHEREAS, pursuant to the Original Credit Agreement, the Assignees, and the Co-Collateral Agents executed and delivered that certain Security Agreement, dated as of July 3, 2006 (as amended, restated, amended and restated, extended or otherwise modified, the "Original Security Agreement");

WHEREAS, pursuant to the Original Security Agreement, the Assignees executed (i) that certain Trademark Security Agreement, dated as of July 3, 2006 (the "2006 Trademark Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of May 1, 2007 (the "2007 Trademark Security Agreement");

WHEREAS, pursuant to that certain Assignment of Intellectual Property Security Agreements, dated as of August 1, 2011 (the "Security Agreement Assignment"), BofA resigned as co-collateral agent and Wells Fargo succeeded BofA as co-collateral agent, and BofA transferred and assigned to Wells Fargo all of its rights, title and interest in, to an under the Trademark Security Agreements;

WHEREAS, the Co-Collateral Agents and the Assignees, amongst others, are party to that certain Amended and Restated Credit Agreement, dated as of August 1, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Amended Credit Agreement");

WHEREAS, pursuant to the Amended Credit Agreement, the Assignees and the Co-Collateral Agents agreed to amend and restate the Original Security Agreement, as set forth in that certain Amended and Restated Security Agreement, dated as of August 1, 2011 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Amended Security Agreement");

WHEREAS, pursuant to the Amended Security Agreement, the Assignees executed that certain Trademark Security Agreement, dated as of August 1, 2011 (the "2011 Trademark Security Agreement," and collectively with the 2006 Trademark Security Agreement and the 2007 Trademark Security Agreement, the "Trademark Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreements, each Assignee pledged and granted to the Co-Collateral Agents for their benefit and for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Assignee, in, to and under the Trademarks and Trademark Licenses, including the Trademarks and Trademark Licenses listed on Schedule I attached hereto, in each case wherever located and whether then existing or thereafter arising or acquired from time to time (collectively, the "Trademark Collateral"), provided that applications filed in the U.S. Patent and Trademark Office (the "PTO") to register trademarks or service marks on the basis of any Assignee's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) was not deemed Trademark Collateral unless and until a form evidencing use of the mark in interstate commerce was filed with the PTO pursuant to 15 U.S. § 1060(a), whereupon such applications were to be automatically subject to the lien granted thereunder and deemed included in the Trademark Collateral;

WHEREAS, the 2006 Trademark Security Agreement was recorded with the PTO on July 20, 2006 at Reel/Frame No. 3352/0342, the 2007 Trademark Security Agreement was recorded with the PTO on February 6, 2008 at Reel/Frame No. 3714/0110, the Security Agreement Assignment was recorded with the PTO on August 2, 2011 at Reel/Frame No. 4595/0754 and the 2011 Trademark Security Agreement was recorded with the PTO on August 2, 2011 at Reel/Frame No. 4596/0816; and

WHEREAS, the Assignees desire that the Co-Collateral Agents terminate and release their lien on and security interest in and to all of the right, title and interest of each Assignee, in, to an under the Trademark Collateral, including the Trademarks and Trademark Licenses listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the above premises, the parties agree as follows:

Each Co-Collateral Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its lien on and security interest in and to all of the right, title and interest of such Assignee, in, to and under the Trademark Collateral, including the Trademarks and Trademark Licenses listed on Schedule I attached hereto, and hereby reassigns and transfers to the Assignees any and all right, title and interest that such Co-Collateral Agent may have in the Trademark Collateral to the Assignees.

The Co-Collateral Agents hereby authorize the Assignees, or the Assignees' authorized representative, to record this Release with the PTO. The Co-Collateral Agents further agrees to execute and deliver to the Assignees any and all further documents and instruments, and do any and all further acts which the Assignees (or their agents or designees) reasonably request, at the Assignees' sole cost and expense, in order to confirm this Release and the Assignees' right, title, and interest in or to the Trademark Collateral.



This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.


THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Page Follows]

IN WITNESS WHEREOF, each Co-Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized representative as of the date first set forth above.

UBS AG, STAMFORD BRANCH,
as Co-Collateral Agent

By:  _____
Name:  _____
Title: _____
Irja R. Otsa
Associate Director
Banking Products
Services, US

By:  _____
Name: _____
Title: _____
Joselin Fernandes
Associate Director
Banking Products Services,

WELLS FARGO CAPITAL FINANCE,
LLC, as Co-Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 004869 FRAME: 0556

IN WITNESS WHEREOF, each Co-Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized representative as of the date first set forth above.

UBS AG, STAMFORD BRANCH,
as Co-Collateral Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

WELLS FARGO CAPITAL FINANCE,
LLC, as Co-Collateral Agent

By:  _____

Name: *PETER D. STEPAN*

Title: *Authorized Signatory*

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

See attached.

Trademark	Registry	Registration or Application No.	Record Owner
ACADEMIA	United States	2,143,981	BAKER & TAYLOR, INC.
ACQUIRE	United States	1,500,012	BAKER & TAYLOR
AUTOMATICALLY YOURS	United States	2,079,090	BAKER & TAYLOR
A/V ACCESS	United States	1,721,624	BAKER & TAYLOR
B&T CATS	United States	2,980,416	BAKER & TAYLOR
B&T LINK	United States	1,670,916	BAKER & TAYLOR
B&T LINK ONLINE and Design	United States	2,771,421	BAKER & TAYLOR
B&T MARC	United States	1,852,716	BAKER & TAYLOR
BAKER & TAYLOR	United States	1,131,530	BAKER & TAYLOR
BIBLIOSTAT	United States	2,355,831	BAKER & TAYLOR
BIBLIOSTAT COLLECT	United States	2,372,567	BAKER & TAYLOR
BIBLIOSTAT CONNECT	United States	2,355,830	BAKER & TAYLOR
BOOK ALERT	United States	1,546,395	BAKER & TAYLOR
BOOKFINDER	United States	1,134,490	BAKER & TAYLOR
BT BOUND	United States	2,833,761	BAKER & TAYLOR
ED	United States	2,748,533	BAKER & TAYLOR
FORECAST	United States	1,546,394	BAKER & TAYLOR
HOT PICKS	United States	1,542,512	BAKER & TAYLOR
INFORMATATA	United States	2,730,077	BAKER & TAYLOR
LIBRIS	United States	1,131,988	BAKER & TAYLOR
LIBRIS 2020	United States	1,994,373	BAKER & TAYLOR
MUSICFINDER	United States	1,652,544	BAKER & TAYLOR
POWERED BY ED	United States	2,813,531	BAKER & TAYLOR
POWERED BY ED and Design	United States	2,813,532	BAKER & TAYLOR
PUBLISHERS' FRONT & CENTER	United States	2,439,838	BAKER & TAYLOR
SCOPE	United States	2,812,775	BAKER & TAYLOR
SHOWCASE	United States	1,373,584	BAKER & TAYLOR

Trademark	Register	Registration or Application No.	Registered Owner
STEPS	United States	1,653,849	BAKER & TAYLOR
TALKMEDIA	United States	1,944,697	BAKER & TAYLOR
THE COLLECTION CONNECTION	United States	2,603,622	BAKER & TAYLOR
THE TITLE SOURCE	United States	3,006,919	BAKER & TAYLOR
TITLETRACK (Stylized)	United States	2,382,229	BAKER & TAYLOR
VIDEOFINDER	United States	1,898,856	BAKER & TAYLOR
COPYRIGHT DIRECT	United States	2,474,927	YANKEE BOOK PEDDLER, INC.
ESTREAMS	United States	2,416,984	YANKEE BOOK PEDDLER, INC.
GOBI	United States	2,712,359	YANKEE BOOK PEDDLER, INC.
LIBROLINE	United States	2,407,969	YANKEE BOOK PEDDLER, INC.
PUBLISHER ALLEY and Design	United States	2,993,944	YANKEE BOOK PEDDLER, INC.
TRIALOGUE	United States	2,422,766	YANKEE BOOK PEDDLER, INC.
YANKEE BOOK PEDDLER and Design	United States	1,420,538	YANKEE BOOK PEDDLER, INC.
YANKEE BOOK PEDDLER INC.	New Mexico	21,508	YANKEE BOOK PEDDLER, INC.
YBP	United States	2,615,142	YANKEE BOOK PEDDLER, INC.
YBP and Design	United States	2,571,491	YANKEE BOOK PEDDLER, INC.
YBP LIBRARY SERVICES	United States	2,615,144	YANKEE BOOK PEDDLER, INC.
PROCAT	United States	2,002,162	PROFESSIONAL MEDIA SERVICES CORP.
THE COMPANY BOOKSTORE	United States	2,334,530	J.A. MAJORS COMPANY

Description	Application / Registration No.	Filing Date
UNITED STATES		
AMS THE BEST COMPANY YOU'LL NEVER SEE	76519532/2873770	June 4, 2003
		Registration: August 17, 2004
BATHROOM READER	78851112	March 31, 2006
BATHROOM READERS' INSTITUTE	78851137	March 31, 2006
BLUE FIN	78904282	June 8, 2006
PAGES	76654252	January 30, 2006
PARFAIT PRESS	78898357	June 1, 2006
PARFAIT PRESS	78899143	June 2, 2006
		[Suspended by USPTO as a duplicate of Application 78898357]
PORTABLE PRESS	78898265	June 1, 2006
PORTABLE PRESS	78899175	June 2, 2006
SILVER DOLPHIN	78901054	June 5, 2006
THE MAGAZINE FOR PEOPLE WHO LOVE BOOKS	76654221	January 30, 2006
THUNDER BAY	76427348/2719099	July 5, 2002
		Registration: May 27, 2003
UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	78397403/2942006	April 6, 2004
		Registration: April 19, 2005
NEW MEXICO		

<u>Description</u>	<u>Application / Registration No.</u>	<u>Filing Date</u>
PUBLISHER OUTLET SERVICE	1850340	
EUROPE		
PORTABLE PRESS		
UNCLE JOHN'S BATHROOM READER		
LAUREL GLEN		
THUNDER BAY		
SILVER DOLPHIN		
CANADA		
PORTABLE PRESS		
UNCLE JOHN'S BATHROOM READER		
BATHROOM READERS' INSTITUTE		
LAUREN GLEN		
SILVER DOLPHIN		
THUNDER BAY		
BATHROOM READER		
AUSTRIA		
LAUREL GLEN		
THUNDER BAY		
SILVER DOLPHIN		
COMMON LAW		
LAUREL GLEN		
UNCLE JOHN'S BATHROOM READER		
ADVANCED GLOBAL DISTRIBUTION SERVICES		

Instituto Mexicano de la Propiedad Industrial holds the following imprint

registrations:

Silver Dolphin
Degustis Numen

Domain Names.

advantagebooksonline.com
advnkt.com
advnkt.com.mx
advpubgrp.com
aglco.com
bathroomreader.com
readpages.com
laurelglenbooks.com
pages-magazine.com
pagesforbooklovers.com
portablepress.com
readalot.com
silverdolphinbooks.com
thunderbaybooks.com
unclejohn.com
bluefinglobal.com
bluefintrucking.com
bluefinworldwide.com
gobluefin.com
advnkt.co.uk

I. Federal U.S. Trademarks

Trademark	Registry	Registration or Application No.	Record Owner
AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design	United States	85/306,920	BAKER & TAYLOR, INC.
AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design	United States	85/306,922	BAKER & TAYLOR, INC.
BAKER & TAYLOR THE FUTURE DELIVERED and Design	United States	3,846,174	BAKER & TAYLOR, INC.
BAKER & TAYLOR THE FUTURE DELIVERED and Design	United States	3,846,175	BAKER & TAYLOR, INC.
CAMPUSREACH	United States	85/180,440	BAKER & TAYLOR, INC.
CLS	United States	85/226,903	BAKER & TAYLOR, INC.
CUSTOMIZED LIBRARY SERVICES	United States	85/230,994	BAKER & TAYLOR, INC.
CUSTOMREACH	United States	85/180,437	BAKER & TAYLOR, INC.
INSTANT GENIUS	United States	3,806,025	BAKER & TAYLOR, INC.
PARFAIT PRESS	United States	3,918,476	BAKER & TAYLOR, INC.

Trademark	Registry	Registration or Application No.	Record Owner
PAW PRINTS	United States	85/180,442	BAKER & TAYLOR, INC.
PAW PRINTS and Design	United States	85/186,213	BAKER & TAYLOR, INC.
TEXTSTREAM	United States	3,979,273	BAKER & TAYLOR, INC.
THUNDER CLOUD	United States	85/265,221	BAKER & TAYLOR, INC.
UNCLE JOHN'S AIRPLANE READER	United States	77/826,231	BAKER & TAYLOR, INC.
UNCLE JOHN'S BATHROOM READER	United States	3,912,738	BAKER & TAYLOR, INC.
BATHROOM READERS' INSTITUTE	United States	3253338	BAKER & TAYLOR, INC.
PAGES	United States	3610731	BAKER & TAYLOR, INC.
SILVER DOLPHIN	United States	3255677	BAKER & TAYLOR, INC.
THUNDER BAY	United States	2719099	BAKER & TAYLOR
UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	United States	2942006	BAKER & TAYLOR

2. Common Law Trademarks

PORTABLE PRESS

B. TRADEMARK LICENSES - None.

in progress		Uncle John's Presents the Ultimate Challenge Trivia Quiz		10/15/07	10/15/2007	
completed	TX 6-852-130	Uncle John's Bathroom Reader Dog Lover's Companion	978-1502-23823-1	10/01/07	10/1/2007	10/1/2007

*TX6852130 is registered under the name "Baker and Taylor Marketing Services", a trade name of Baker & Taylor, Inc.