

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384875

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Advanced Graphic Products Inc. | | 04/15/2016 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association, as Administrative Agent | | |
| Street Address: | 500 First Avenue | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4004117 | COLLEGE FANGEAR.COM | |
| Registration Number: | 4207109 | FANWALLSKINZ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043738822 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (704) 373-4640 | | |
| Email: | bsmith@mcguirewoods.com | | |
| Correspondent Name: | Betty G. Smith, Senior Paralegal | | |
| Address Line 1: | McGuireWoods LLP, 201 N. Tryon Street | | |
| Address Line 2: | Suite 3000 | | |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 2051606-0098 | | |
| NAME OF SUBMITTER: | Betty G. Smith | | |
| SIGNATURE: | /Betty G. Smith/ | | |
| DATE SIGNED: | 05/19/2016 | | |
| Total Attachments: 30 | | | |
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the “Agreement”), dated as of April 15, 2016 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a “Pledgor” and collectively, the “Pledgors”) and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the “Administrative Agent”).

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the “Credit Agreement”) of even date herewith by and among FOLLETT CORPORATION, an Illinois corporation (the “Borrower”), the other Loan Parties now or hereafter party thereto, the Lenders party thereto (the “Lenders”) and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower; and

WHEREAS, the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for those certain loans and other financial accommodations under the Credit Agreement as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Illinois as amended from time to time (the “Code”).

(b) “Excluded Collateral” shall mean (i) property in which pledges and security interests therein are prohibited or restricted by Law but only solely to the extent prohibited or restricted by Law (including any valid requirement to obtain the consent of any Official Body or non-affiliated third party), (ii) shares in joint ventures, partnerships or Subsidiaries that are not Wholly-Owned Subsidiaries solely to the extent not permitted in their Organic Documents without non-affiliated third parties’ consent or the assets owned by any of the foregoing solely to the extent not permitted in their Organic Documents without non-affiliated third parties’ consent, (iii) “intent-to-use” trademark or service mark applications, (iv) property in which security interests therein are lawfully prohibited or restricted by agreements but only solely to the extent prohibited or restricted by such agreements (after giving effect to the applicable anti-assignment provisions of the Code or other Law (including any lawful requirement to obtain the consent of any Official Body or non-affiliated third party)), (v) property in which the Administrative Agent determines that the benefits of obtaining a security interest in such property to secure the Secured Obligations are outweighed by the costs or burdens of providing the same and (vi) more than 65% of any voting Capital Stock of any Foreign Subsidiary or FSHCO; provided that (x) Excluded Collateral shall not include Proceeds of Excluded Collateral except to the extent that such Proceeds otherwise constitute Excluded Collateral and (y) property that at any time constitutes Excluded Collateral and at a later time ceases to constitute Excluded Collateral (whether as a result of the applicable Pledgor obtaining any necessary consent, any change in any Law or otherwise) shall automatically constitute Patents, Trademarks and Copyrights to the extent not otherwise constituting Excluded Collateral.

(c) “Patents, Trademarks and Copyrights” shall mean and include all of each Pledgor’s present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks, copyright applications and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trade names, patent applications, patents, trademark applications, trademarks, copyright applications and copyrights relate; provided, however, that the Patents, Trademarks and Copyrights shall not include any Excluded Collateral.

(a) “Secured Obligations” shall mean and include the following: (i) all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each of the Pledgors to the Administrative Agent, the Lenders, or providers of any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement, the Notes, the Guaranty Agreement, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Loan Party or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each of the Pledgors with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; and (iii) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations and shall in any event include all now existing and hereafter arising Obligations. Notwithstanding anything herein to the contrary, the Secured Obligations shall not include any Excluded Hedge Liabilities.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and the providers of any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The foregoing security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Credit Agreement and in the Security

Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

4. At such time as Payment in Full has occurred, this Agreement shall automatically terminate and the Administrative Agent shall, at the Pledgors' sole expense, execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

5. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable and documented attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within ten (10) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

6. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

7. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Security Agreement, the Credit Agreement or by any other Loan Documents or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

8. Any provision of this Agreement which shall be held invalid or unenforceable shall be ineffective without invalidating the remaining provisions hereof.

9. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

11. This Agreement shall be deemed to be a contract under the laws of the State of Illinois without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of Illinois.

12. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS SITTING IN COOK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF ILLINOIS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH ILLINOIS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

13. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

14. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN SECTION 12 HEREIN. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.


15. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

16. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

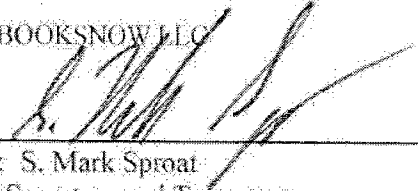
FOLLETT CORPORATION

By: 
Name: Timothy R. Henrichs
Title: Vice President

ADVANCED GRAPHIC PRODUCTS INC.
BAKER & TAYLOR, LLC
FOLLETT HIGHER ED GROUP, LTD.
FOLLETT HIGHER EDUCATION GROUP, INC.
FOLLETT SCHOOL SOLUTIONS HOLDING, INC.
FOLLETT SCHOOL SOLUTIONS, INC.

By: 
Name: Timothy R. Henrichs
Title: Treasurer

TEXTBOOKSNOW LLC

By: 
Name: S. Mark Sproat
Title: Secretary and Treasurer

BOOKMASTERS, INC.

By: _____
Name: Ken Fultz
Title: President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

FOLLETT CORPORATION

By: _____
Name: Timothy R. Henrichs
Title: Vice President

ADVANCED GRAPHIC PRODUCTS INC.
BAKER & TAYLOR, LLC
FOLLETT HIGHER ED GROUP, LTD.
FOLLETT HIGHER EDUCATION GROUP, INC.
FOLLETT SCHOOL SOLUTIONS HOLDING, INC.
FOLLETT SCHOOL SOLUTIONS, INC.
TEXTBOOKSNOW LLC

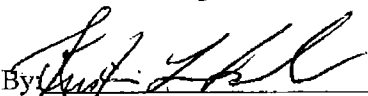
By: _____
Name: Timothy R. Henrichs
Title: Treasurer

BOOKMASTERS, INC.

By: Ken Fultz
Name: Ken Fultz
Title: President and Secretary

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Kristin Lenda
Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

1. U.S. Patents


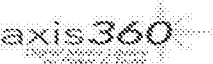

| Patent Number | Name | Owner |
|---------------|--|--------------------------------------|
| 7,779,347 | System and Methods for Collaboratively Annotating Electronic Documents | Follett Higher Education Group, Inc. |
| 8,635,520 | System and Methods for Collaboratively Annotating Electronic Documents | Follett Higher Education Group, Inc. |




2. Patent Applications

| Application Number | Name | Owner |
|------------------------------|---|--------------------------------|
| 13/560,605 (US 2013/0054394) | Method and System for Distributing Digital Media Content | FOLLETT CORPORATION |
| 13/556536 (US 2014/0033030) | Indexing and providing electronic publications in a networked computing environment | Follett School Solutions, Inc. |
| 14/014595 (US 2014/0032374) | eBook Management and Fulfillment System | Follett School Solutions, Inc. |

3. Trademarks

| Mark | Owner | Registration Number | Country / State | Registration Date |
|-------------|---------------------|---------------------|-----------------|-------------------|
| BOOKMASTERS | BookMasters, Inc. | 3273407 | USA | Aug. 7, 2007 |
| AtlasBooks | BookMasters, Inc. | 3232532 | USA | Apr. 24, 2007 |
| ACADEMIA | Baker & Taylor, LLC | 707,626 | Australia | August 10, 1998 |
| ACADEMIA | Baker & Taylor, LLC | 473,255 | Canada | March 21, 1997 |

| Mark | Owner | Registration Number | Country / State | Registration Date |
|--|----------------------|---------------------|-----------------|-------------------|
| ACADEMIA | Baker & Taylor, LLC | 4,139,194 | Japan | April 24, 1998 |
| ACADEMIA | Baker & Taylor, LLC | 2,143,981 | USA | March 17, 1998 |
| ACOUSTIK | Baker & Taylor, LLC | 4,491,760 | USA | March 4, 2014 |
|  ACOUSTIK AUDIOBOOKS and Design (Stylized in Color) | Baker & Taylor, LLC | 4,803,151 | USA | September 1, 2015 |
| AUTOMATICALLY YOURS | Baker & Taylor, LLC | 2,079,090 | USA | July 15, 1997 |
| AUTOMATICALLY YOURS | Baker & Taylor, Inc. | 709838 | Australia | July 7, 1998 |
|  AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design (Stylized in Black and White) | Baker & Taylor, LLC | 4,286,574 | USA | February 5, 2013 |
|  AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design (Stylized in Color) | Baker & Taylor, LLC | 4,286,575 | USA | February 5, 2013 |
| B&T LINK | Baker & Taylor, LLC | 2,713,111 | USA | March 29, 1996 |

| Mark | Owner | Registration Number | Country / State | Registration Date |
|--|---------------------|---------------------|-----------------|--------------------|
| B&T MARC | Baker & Taylor, LLC | 1,852,716 | USA | September 6, 1994 |
| BAKER & TAYLOR | Baker & Taylor, LLC | 1,131,530 | USA | February 26, 1980 |
|  BAKER & TAYLOR THE FUTURE DELIVERED (Black and White) | Baker & Taylor, LLC | 3,846,174 | USA | September 7, 2010 |
|  BAKER & TAYLOR THE FUTURE DELIVERED (Color) | Baker & Taylor, LLC | 3,846,175 | USA | September 7, 2010 |
| CATS | Baker & Taylor, LLC | 4,205,480 | USA | September 11, 2012 |
| CLS | Baker & Taylor, LLC | 4,025,534 | USA | September 13, 2011 |
| CUSTOMIZED LIBRARY SERVICES | Baker & Taylor, LLC | 4,252,308 | USA | December 4, 2012 |
| CUSTOMREACH | Baker & Taylor, LLC | 4,593,150 | USA | August 26, 2014 |
| KNOWLEDGEPOINT | Baker & Taylor, LLC | 4,728,725 | USA | April 28, 2015 |
| PAW PRINTS | Baker & Taylor, LLC | 4,005,417 | USA | August 2, 2011 |
|  PAW PRINTS and Design (Color) | Baker & Taylor, LLC | 4,005,456 | USA | August 2, 2011 |
| STEPS | Baker & Taylor, LLC | 1653849 | USA | June 14, 2011 |
| TEXTSTREAM | Baker & Taylor, LLC | 3,979,273 | USA | June 14, 2011 |

| Mark | Owner | Registration Number | Country / State | Registration Date |
|---|---|----------------------------|------------------------|--------------------------|
| THE TITLE SOURCE | Baker & Taylor, LLC | 3006919 | USA | October 18, 2005 |
| VIDEOFINDER | Baker & Taylor, LLC | 1898856 | USA | June 13, 1995 |
| BWI (Stylized) | Baker & Taylor, LLC | 1,741,956 | USA | December 22, 1992 |
| ABS | Follett School Solutions, Inc. | 2315149 | USA | February 8, 2000 |
| ALLIANCE PLUS | FOLLETT CORPORATION | 3084101 | USA | April 25, 2006 |
| ASPEN | FOLLETT CORPORATION | 10436988 | European Community | April 26, 2012 |
| ASPEN | FOLLETT CORPORATION | 4221419 | USA | October 9, 2012 |
| BESTNOTES | FOLLETT CORPORATION | 3981780 | USA | June 21, 2011 |
| BOOK NOW | FOLLETT CORPORATION | 2946796 | USA | May 3, 2005 |
| BOOKNOW+ | FOLLETT CORPORATION | 4528444 | USA | May 13, 2014 |
| BOOKVOLUME | Follett Higher Ed Group, Ltd. ¹ | 3734004 | USA | January 5, 2010 |
| BRYTEWAVE | FOLLETT CORPORATION | 215174 | Dominican Republic | October 16, 2014 |
| CAMPUS AUTHENTIC | Follett Higher Education Group, Inc. ² | 3328622 | USA | November 6, 2007 |
| CLASSBOOK.COM ORDER ONLINE, NOT IN LINE | Follett School Solutions, Inc. ³ | 4352763 | USA | June 13, 2013 |

¹ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

² Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

³ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

| Mark | Owner | Registration Number | Country / State | Registration Date |
|--|---|----------------------------|------------------------|--------------------------|
| CLASSBOOK | Follett School Solutions, Inc. ⁴ | 4438832 | USA | November 26, 2013 |
| CLASSBOOK.COM | Follett School Solutions, Inc. ⁵ | 4438833 | USA | November 26, 2013 |
| COGNITE | FOLLETT CORPORATION | 4052532 | USA | November 8, 2011 |
| COLLEGE FANGEAR.COM | Advanced Graphic Products Inc. | 4004117 | USA | July 26, 2011 |
| COURSETRACKS | FOLLETT CORPORATION | 3613817 | USA | April 28, 2009 |
| COURSEWORKS | FOLLETT CORPORATION | 3722353 | USA | December 8, 2009 |
| DESTINY | FOLLETT CORPORATION | TMA786503 | Canada | January 5, 2011 |
| DESTINY | FOLLETT CORPORATION | 3353171 | USA | December 11, 2007 |
| DESTINY QUEST | FOLLETT CORPORATION | 3667565 | USA | August 11, 2009 |
| E FOLLETT.COM ONLINE. ON CAMPUS & Design | FOLLETT CORPORATION | 3031145 | USA | December 20, 2005 |
| EDOPTION | FOLLETT CORPORATION | 2482912 | USA | August 28, 2001 |
| EFOLLETT | FOLLETT CORPORATION | 2455918 | USA | May 29, 2001 |
| EFOLLETT FAN SHOP | FOLLETT CORPORATION | 4182423 | USA | July 31, 2012 |
| EPARTNER | FOLLETT CORPORATION | 2777388 | USA | October 28, 2003 |

⁴ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

⁵ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

| Mark | Owner | Registration Number | Country / State | Registration Date |
|---|--------------------------------|----------------------------|------------------------|--------------------------|
| F FOLLETT HIGHER EDUCATION GROUP & Design | FOLLETT CORPORATION | 2460891 | USA | June 19, 2001 |
| FANWALLSKINZ | ADVANCED GRAPHIC PRODUCTS INC. | 4207109 | USA | September 11, 2012 |
| Flame Design | FOLLETT CORPORATION | 218174 | Dominican Republic | January 15, 2015 |
| FOLLETT | FOLLETT CORPORATION | TMA840002 | Canada | January 14, 2013 |
| FOLLETT | FOLLETT CORPORATION | 214305 | Dominican Republic | September 15, 2014 |
| FOLLETT | FOLLETT CORPORATION | 10436996 | European Community | April 26, 2012 |
| FOLLETT | FOLLETT CORPORATION | 3369352 | USA | January 15, 2008 |
| FOLLETT (stylized) | FOLLETT CORPORATION | 2651053 | USA | November 19, 2002 |
| FOLLETT EDUCATIONAL SERVICES | Follett School Solutions, Inc. | 2347136 | USA | May 2, 2000 |
| FOLLETT EDUCATIONAL SERVICES & Design | Follett School Solutions, Inc. | 2399402 | USA | October 31, 2000 |
| FOLLETT LIBRARY RESOURCES | FOLLETT CORPORATION | 2085997 | USA | August 5, 1997 |
| FOLLETT SOFTWARE COMPANY & Design | FOLLETT CORPORATION | 2453621 | USA | May 22, 2001 |
| INCLUDED | FOLLETT CORPORATION | 214660 | Dominican Republic | September 15, 2014 |
| Included | FOLLETT CORPORATION | 4207834 | USA | September 11, 2012 |
| IMPROVING THE STUDENT | Follett School Solutions, | 4719609 | USA | April 14, 2015 |

| Mark | Owner | Registration Number | Country / State | Registration Date |
|---------------------|--|---------------------|--------------------|-------------------|
| LEARNING EXPERIENCE | Inc. ⁶ | | | |
| NEEBO | Follett Higher Education Group, Inc. ⁷ | 4129218 | USA | April 17, 2012 |
| NEEBO | Follett Higher Education Group, Inc. ⁸ | 3968022 | USA | May 24, 2011 |
| NEEBO | Follett Higher Education Group, Inc. ⁹ | 4119082 | USA | March 27, 2012 |
| NEEBO & Design | Follett Higher Education Group, Inc. ¹⁰ | 4785998 | USA | August 4, 2015 |
| NEEBO & Design | Follett Higher Education Group, Inc. ¹¹ | 4129909 | USA | April 17, 2012 |
| NEEBO & Design | Follett Higher Education Group, Inc. ¹² | 4016137 | USA | August 23, 2011 |
| OPENROOM ADVISORY | Follett School Solutions, Inc. ¹³ | 4720386 | USA | April 14, 2015 |
| SKYO | FOLLETT CORPORATION | 215507 | Dominican Republic | October 31, 2014 |
| SKYO | FOLLETT | 4298895 | USA | March 5, 2013 |

⁶ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

⁷ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

⁸ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

⁹ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

¹⁰ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

¹¹ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

¹² Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

¹³ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

| Mark | Owner | Registration Number | Country / State | Registration Date |
|-----------------------|--|---------------------|--------------------|--------------------|
| | CORPORATION | | | |
| SKYO | FOLLETT CORPORATION | 4685954 | USA | February 10, 2015 |
| SKYO & Design | FOLLETT CORPORATION | 214564 | Dominican Republic | September 15, 2014 |
| SKYO & Design | FOLLETT CORPORATION | 4308956 | USA | March 26, 2013 |
| SPECIALTY BOOKS | Follett Higher Education Group, Inc. | 3185880 | USA | December 19, 2006 |
| TETRADATA | Follett School Solutions Holding, Inc. | 2515335 | USA | December 4, 2001 |
| TETRADATA & Design | Follett School Solutions Holding, Inc. | 2597647 | USA | July 23, 2002 |
| TEXTBOOKSNOW.COM | Textbooksnow LLC | 3509140 | USA | September 30, 2008 |
| THUNDER SALE & design | Follett Higher Ed Group, Inc. ¹⁴ | 4249627 | USA | November 27, 2012 |
| TITLEMAP | FOLLETT CORPORATION | 3489645 | USA | August 19, 2008 |
| TITLEPEEK | FOLLETT CORPORATION | 2951175 | USA | May 17, 2005 |
| TITLEWAVE | FOLLETT CORPORATION | 10437002 | European Community | April 26, 2012 |
| TITLEWAVE | FOLLETT CORPORATION | 2768612 | USA | September 30, 2003 |
| TITLEWISE | FOLLETT CORPORATION | 2851487 | USA | June 8, 2004 |
| VALIDIS | Follett Higher Education Group, Inc. ¹⁵ | 3349098 | USA | December 4, 2007 |

¹⁴ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

¹⁵ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity. A recordal to Follett Higher Education Group, Inc. was filed on March 10, 2016.

| Mark | Owner | Registration Number | Country / State | Registration Date |
|------------------|--|---------------------|-----------------|-------------------|
| VIRTUAL BACKPACK | Follett School Solutions, Inc. ¹⁶ | 4793262 | USA | August 18, 2015 |

4. Trademark Applications

| APPLICATION NUMBER | LOAN PARTY |
|--------------------------------|---------------------|
| U.S. Application No. 86/225955 | FOLLETT CORPORATION |
| U.S. Application No. 86/647346 | FOLLETT CORPORATION |

5. U.S. Copyrights

| Copyright | Registry | Registration or Application No. | Record Owner |
|--|---------------|---------------------------------|--|
| THE SOFTWARE TOOLWORKS PRESENTS SPACE SHUTTLE | United States | PA0000629391 | FOLLETT SCHOOL SOLUTIONS HOLDING, INC. |
| THE WIRED LIBRARIAN'S ALMANAC / BY ERIC S. ANDERSON | United States | TX0002639035 | FOLLETT SCHOOL SOLUTIONS HOLDING, INC. |
| NEW BOOKS PREVIEW BULLETIN (FEBRUARY ISSUE) | United States | A223135 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (MARCH ISSUE) | United States | A225507 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS FOR YOUR ELEMENTARY SCHOOL LIBRARY | United States | A226089 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS FOR YOUR SECONDARY SCHOOL LIBRARY | United States | A231184 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (APRIL) | United States | A233680 | BAKER & TAYLOR, LLC |

¹⁶ Owned pursuant to an assignment made in a purchase agreement. Trademark has not yet been registered to the Follett entity.

| Copyright | Registry | Registration or Application No. | Record Owner |
|--|-----------------|--|---------------------|
| NEW BOOKS PREVIEW BULLETIN (JUNE) | United States | A249278 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (SEPTEMBER) | United States | A277819 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (OCTOBER) | United States | A284421 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (DECEMBER) | United States | A303405 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (FEBRUARY) | United States | A310534 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS FOR YOUR SECONDARY SCHOOL LIBRARY | United States | A317717 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (APRIL) | United States | A323583 | BAKER & TAYLOR, LLC |
| 1972 SUPPLEMENT - GUIDE TO THE SELECTION OF BOOKS FOR YOUR ELEMENTARY SCHOOL LIBRARY | United States | A323868 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (JUNE) | United States | A345685 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (SEPTEMBER) | United States | A363773 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (SEPTEMBER) | United States | A370909 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN | United States | A383179 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS FOR YOUR ELEMENTARY SCHOOL LIBRARY | United States | A384210 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS FOR YOUR ELEMENTARY SCHOOL LIBRARY - 1973 SUPPLEMENT | United States | A387603 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|--|-----------------|--|---------------------|
| BOOKS OF SUBSTANCE FROM THE UNIVERSITY PRESSES | United States | A404279 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN | United States | A411749 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (SEPTEMBER TITLES) | United States | A471080 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (JULY - AUG. TITLES) | United States | A471081 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (OCTOBER TITLES) | United States | A471082 | BAKER & TAYLOR, LLC |
| BOOKS IN MEDIA, 7-ADULT | United States | A502290 | BAKER & TAYLOR, LLC |
| LIBRARY SCIENCE | United States | A502291 | BAKER & TAYLOR, LLC |
| THE METRIC SYSTEM | United States | A502292 | BAKER & TAYLOR, LLC |
| AMERICAN HISTORY MINORITY STUDIES | United States | A502293 | BAKER & TAYLOR, LLC |
| HOLIDAYS | United States | A502294 | BAKER & TAYLOR, LLC |
| CAREER EDUCATION | United States | A502295 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (NOV. - DEC. TITLES) | United States | A503801 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (JAN. - FEB. TITLES) | United States | A503802 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS FOR YOUR ELEMENTARY SCHOOL LIBRARY - 1974 SUPPLEMENT | United States | A505599 | BAKER & TAYLOR, LLC |
| BOOKS OF SUBSTANCE FROM THE UNIVERSITY PRESSES - 1974 | United States | A505602 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (MARCH TITLES) | United States | A517734 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS FOR YOUR ELEMENTARY SCHOOL LIBRARY - 1974-1975 EDITION | United States | A519293 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|--|-----------------|--|---------------------|
| BILINGUAL EDUCATION/ESL | United States | A525952 | BAKER & TAYLOR, LLC |
| NEW MEDIA BULLETIN, VOL. 1, ISSUE 3 | United States | A525953 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (APRIL) | United States | A529274 | BAKER & TAYLOR, LLC |
| THE METRIC SYSTEM | United States | A540503 | BAKER & TAYLOR, LLC |
| VOCATIONAL-TECHNICAL EDUCATION | United States | A540504 | BAKER & TAYLOR, LLC |
| ENVIRONMENTAL STUDIES | United States | A540505 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (MAY - JUNE TITLES) | United States | A546649 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (JULY - AUG. TITLES) | United States | A547750 | BAKER & TAYLOR, LLC |
| PRODUCER CURRICULUM INDEX | United States | A551684 | BAKER & TAYLOR, LLC |
| AUDIO VISUAL PRODUCERS LIST, SPRING 1974 | United States | A551685 | BAKER & TAYLOR, LLC |
| THE BAKER & TAYLOR TITLE II UTILIZATION PLAN | United States | A551686 | BAKER & TAYLOR, LLC |
| SELECTED ELEMENTARY AND SECONDARY PAPERBACK TITLES | United States | A551687 | BAKER & TAYLOR, LLC |
| OVER 300 PUBLISHERS | United States | A551688 | BAKER & TAYLOR, LLC |
| READING SKILLS K-6 | United States | A555231 | BAKER & TAYLOR, LLC |
| SPECIAL EDUCATION | United States | A555232 | BAKER & TAYLOR, LLC |
| CAREER EDUCATION | United States | A578427 | BAKER & TAYLOR, LLC |
| CHINA FILMSTRIPS | United States | A578428 | BAKER & TAYLOR, LLC |
| HEALTH & SAFETY: DRUG EDUCATION K-6 | United States | A578429 | BAKER & TAYLOR, LLC |
| READING SKILLS K-3 | United States | A578430 | BAKER & TAYLOR, LLC |
| LANGUAGE ARTS K-6, RECORDED BOOKS | United States | A578431 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|---|-----------------|--|---------------------|
| NEW BOOKS PREVIEW BULLETIN (JAN. - FEB. TITLES) | United States | A611744 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS AND MEDIA FOR YOUR SECONDARY SCHOOL LIBRARY - 1975 SUPPLEMENT | United States | A611745 | BAKER & TAYLOR, LLC |
| GUIDE TO THE SELECTION OF BOOKS AND MEDIA FOR YOUR SECONDARY SCHOOL LIBRARY - 1975-76 SUPPLEMENT; | United States | A611746 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR'S PAPERBACK SELECTION GUIDE - GRADES K-8 | United States | A677536 | BAKER & TAYLOR, LLC |
| TEACHER'S GUIDE FOR SPORTS SHORTS | United States | A678932 | BAKER & TAYLOR, LLC |
| A BEGINNING COLLECTION | United States | A678933 | BAKER & TAYLOR, LLC |
| NEW BOOKS PREVIEW BULLETIN (FEB. 1975) | United States | A679711 | BAKER & TAYLOR, LLC |
| NONSENSE STORIES FOR YOUNG READERS GRADES 1-3; TEACHER'S GUIDE | United States | A680056 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR'S PAPERBACK SELECTION GUIDE, GRADES 9-ADULT | United States | A687376 | BAKER & TAYLOR, LLC |
| TEACHER'S GUIDE FOR WONDERMENT | United States | A727482 | BAKER & TAYLOR, LLC |
| TEACHER'S GUIDE FOR VISITING NATURES, PART 1 | United States | A728536 | BAKER & TAYLOR, LLC |
| TEACHER'S GUIDE FOR BEING KIND | United States | A728537 | BAKER & TAYLOR, LLC |
| TEACHER'S GUIDE FOR FANTASY | United States | A728541 | BAKER & TAYLOR, LLC |
| TEACHER'S GUIDE FOR BEING YOU | United States | A728542 | BAKER & TAYLOR, LLC |
| THE BAKER & TAYLOR SECONDARY SCHOOL 1975-76 | United States | A736941 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|--|-----------------|--|---------------------|
| BAKER & TAYLOR'S GUIDE TO MATERIALS FOR VOCATION AND CAREER EDUCATION | United States | A736959 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR'S GUIDE TO MATERIALS FOR CAREER EDUCATION | United States | A736960 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR'S GUIDE TO HIGH INTEREST - EASY COMPREHENSION MULTIMEDIA MATERIALS - 1976 | United States | A743277 | BAKER & TAYLOR, LLC |
| AV GUIDE 2-YEAR COLLEGE INSTRUCTIONAL MEDIA | United States | A751881 | BAKER & TAYLOR, LLC |
| GRADES 7-12 - 1976 INSTRUCTIONAL MEDIA | United States | A751946 | BAKER & TAYLOR, LLC |
| IDEAS THAT SELL BOOKS | United States | A752017 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR'S GUIDE TO MATERIALS FOR EARLY CHILDHOOD EDUCATION | United States | A763654 | BAKER & TAYLOR, LLC |
| PUT A BOOK IN SANTA'S BAG | United States | A855500 | BAKER & TAYLOR, LLC |
| SEE A GROWN MAN CRY - GIVE DAD A BOOK FOR FATHER'S DAY | United States | A855501 | BAKER & TAYLOR, LLC |
| GET FOREHAND KNOWLEDGE BE A SPORT - BUY A BOOK | United States | A855502 | BAKER & TAYLOR, LLC |
| TEACH YOUR KIDS A LESSON THEY WON'T FORGET - ENCOURAGE CHILDREN TO READ | United States | A855503 | BAKER & TAYLOR, LLC |
| PUT YOUR FEELINGS INTO WORDS - GIVE MOM A BOOK FOR MOTHER'S DAY | United States | A855628 | BAKER & TAYLOR, LLC |
| SPEND TONIGHT WITH A STRANGER - YOU MEET THE NICEST PEOPLE IN BOOKS | United States | A862955 | BAKER & TAYLOR, LLC |
| GET OUT OF TOWN - TRAVEL BOOKS ARE AN ADVENTURE | United States | A862956 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|--|-----------------|--|---------------------|
| BE A WISE GUY - READ A BOOK | United States | A862957 | BAKER & TAYLOR, LLC |
| BE IN A CLASS BY YOURSELF - GET BACK-TO-SCHOOL SUPPLIES NOW | United States | A862958 | BAKER & TAYLOR, LLC |
| TURN OVER A NEW LEAF - PLANT CARE BOOKS IN STOCK | United States | A862959 | BAKER & TAYLOR, LLC |
| GET INTO HOT WATER - FIND THE RECIPE IN A COOKBOOK | United States | A862960 | BAKER & TAYLOR, LLC |
| MAKE YOUR OWN FURNITURE | United States | A877825 | BAKER & TAYLOR, LLC |
| A COMPLETE GUIDE TO CANOEING | United States | A878662 | BAKER & TAYLOR, LLC |
| A CHILD'S INTRODUCTION TO THE OUTDOORS | United States | A878663 | BAKER & TAYLOR, LLC |
| THE LAST OF THE ARCTIC | United States | A878670 | BAKER & TAYLOR, LLC |
| MME, JEHANE BENOIT'S COMPLETE HERITAGE OF INTERNATIONAL COOKING | United States | A878671 | BAKER & TAYLOR, LLC |
| THE AGATHA CHRISTIE MYSTERY | United States | A878673 | BAKER & TAYLOR, LLC |
| MASTERING THE ART OF WINNING GOLD | United States | A878674 | BAKER & TAYLOR, LLC |
| THE FAMILY CAMPING HANDBOOK | United States | A878722 | BAKER & TAYLOR, LLC |
| MASTERING THE ART OF TYING FLIES | United States | A878723 | BAKER & TAYLOR, LLC |
| MAKE YOUR OWN FURNITURE | United States | A878725 | BAKER & TAYLOR, LLC |
| THE COMPLETE OUTDOORSMAN'S GUIDE TO BIRDS OF EASTERN NORTH AMERICA | United States | A882258 | BAKER & TAYLOR, LLC |
| FORECAST - MARCH 1976 | United States | B104205 | BAKER & TAYLOR, LLC |
| DIRECTIONS - FEBRUARY 1976 | United States | B104206 | BAKER & TAYLOR, LLC |
| DIRECTIONS - JANUARY 1976 | United States | B104232 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|--|---------------|---------------------------------|---------------------|
| FORECAST - JANUARY/FEBRUARY | United States | B108653 | BAKER & TAYLOR, LLC |
| DIRECTIONS - MARCH 1976 | United States | B115678 | BAKER & TAYLOR, LLC |
| FORECAST - APRIL 1976 | United States | B115679 | BAKER & TAYLOR, LLC |
| FORECAST - OCTOBER 1975 | United States | B116832 | BAKER & TAYLOR, LLC |
| FORECAST - NOVEMBER/DECEMBER 1975 | United States | B116839 | BAKER & TAYLOR, LLC |
| MEDIACENTER - OCTOBER 1975 | United States | B116865 | BAKER & TAYLOR, LLC |
| DIRECTIONS -NOVEMBER 1975 | United States | B116866 | BAKER & TAYLOR, LLC |
| DIRECTIONS -DECEMBER 1975 | United States | B121512 | BAKER & TAYLOR, LLC |
| DIRECTIONS - OCTOBER 1975 | United States | B124946 | BAKER & TAYLOR, LLC |
| FORECAST - JUNE/JULY 1976 | United States | B130153 | BAKER & TAYLOR, LLC |
| DIRECTIONS - APRIL 1976 | United States | B130824 | BAKER & TAYLOR, LLC |
| FORECAST - MAY 1976 | United States | B130825 | BAKER & TAYLOR, LLC |
| DIRECTIONS - MAY 1976 | United States | B135969 | BAKER & TAYLOR, LLC |
| FORECAST | United States | B64316 | BAKER & TAYLOR, LLC |
| MEDIACENTER | United States | B64317 | BAKER & TAYLOR, LLC |
| DIRECTIONS | United States | B64318 | BAKER & TAYLOR, LLC |
| NEW MEDIA BULLETIN, VOL. 1, ISSUE 2 | United States | B922784 | BAKER & TAYLOR, LLC |
| NEW MEDIA BULLETIN, VOL. 1, ISSUE 1 | United States | B922785 | BAKER & TAYLOR, LLC |
| NEW MEDIA BULLETIN, VOL. 1, ISSUE 4 | United States | B939102 | BAKER & TAYLOR, LLC |
| NEW MEDIA BULLETIN, VOL. 1, ISSUE 5 | United States | B9464 | BAKER & TAYLOR, LLC |
| HIT THE NAIL ON THE HEAD - BOOKS HELP YOU DO-IT-YOURSELF | United States | K124724 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|---|-----------------|--|---------------------|
| GET HOLD OF YOURSELF - FIND HELP IN BOOKS | United States | K124725 | BAKER & TAYLOR, LLC |
| SLIP INTO SOMETHING COMFORTABLE - READ A BOOK TONIGHT | United States | K125392 | BAKER & TAYLOR, LLC |
| CURL UP WITH A GOOD BOOK | United States | K125393 | BAKER & TAYLOR, LLC |
| MEET LITTLE GREEN MEN - FIND THEM IN SCIENCE FICTION | United States | K125394 | BAKER & TAYLOR, LLC |
| BE AN UNDERCOVER AGENT | United States | K125821 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE, 1982 | United States | TX1013451 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE, 1983 | United States | TX1022891 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE, 1984 | United States | TX1205350 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE, 1985 | United States | TX1425263 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE K-12, 1986 | United States | TX1677624 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE, 1987 | United States | TX1915516 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE, 1987 | United States | TX2170310 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE GRADES K-6, 1989 | United States | TX2446827 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE GRADES 7-12, 1989 | United States | TX2446828 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GRADES K-9, 1990 | United States | TX2746596 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE ... 1992-93 | United States | TX3410332 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|---|-----------------|--|---------------------|
| BAKER & TAYLOR SCHOOL SELECTION GUIDE ... 1992-93 | United States | TX3421106 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE ... 1993-94 GRADES 7-12 | United States | TX3686179 | BAKER & TAYLOR, LLC |
| BAKER & TAYLOR SCHOOL SELECTION GUIDE ... 1993-94 GRADES K-9 | United States | TX3686180 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5553931 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: PUB. UPDATES FROM 1/1/03-3/31/03 | United States | TX5738054 | BAKER & TAYLOR, LLC |
| GROUP REGISTRATION FOR AUTOMATED DATABASE ENTITLED A/V ACCESS PLUS: PUB. UPDATES FROM 4/1/03 TO 6/30/03 | United States | TX5818442 | BAKER & TAYLOR, LLC |
| DRIVER CONTROL PROGRAM | United States | TXU220382 | BAKER & TAYLOR, LLC |
| GROUP REGISTRATION FOR AUTOMATED DATABASE ENTITLED A/V ACCESS PLUS: PUB UPDATES FROM 7/1/03 TO 9/30/03 | United States | TX5904044 | BAKER & TAYLOR, LLC |
| THE REAL THING | United States | PAU892376 | BAKER & TAYLOR, LLC |
| THE REAL THING / ART GRAHAM TRIO | United States | SRU10055 | BAKER & TAYLOR, LLC |
| A N S C R SUPPLEMENT | United States | TX2318177 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: AUDIOVISUAL CATALOGING DATABASE | United States | TX4278738 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARCH 1996 | United States | TX4278752 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: THE PROBLEM SOLVER | United States | TX4278753 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE SEPTEMBER 1996 | United States | TX4382813 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
|---|-----------------|--|---------------------|
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE NOVEMBER 1996 | United States | TX4382814 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE DECEMBER 1996 | United States | TX4399721 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE AUGUST 1996 | United States | TX4399750 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JULY 1996 | United States | TX4399751 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE OCTOBER 1996 | United States | TX4405706 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JANUARY 1997 | United States | TX4430406 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JUNE 1997 | United States | TX4530127 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE APRIL 1997 | United States | TX4530128 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE MARCH 1997 | United States | TX4530129 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE FEBRUARY 1997 | United States | TX4530130 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JULY 1997 | United States | TX4550935 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE MAY 1997 | United States | TX4550936 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS, SEPTEMBER 1997 | United States | TX4556626 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
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| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE SEPTEMBER 1997 | United States | TX4558815 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS, NOVEMBER 1997 | United States | TX4571951 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE NOVEMBER 1997 | United States | TX4597266 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE FEBRUARY 1998 | United States | TX4632618 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JANUARY 1998 | United States | TX4649358 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE MARCH 1998 | United States | TX4649720 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE MAY 1998 | United States | TX4696114 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX4732983 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JUNE 1998 | United States | TX4733066 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JULY 1998 | United States | TX4747713 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE AUGUST 1998 | United States | TX4765365 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE SEPTEMBER 1998 | United States | TX4771673 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE NOVEMBER 1998 | United States | TX4806542 | BAKER & TAYLOR, LLC |

| Copyright | Registry | Registration or Application No. | Record Owner |
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| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE APRIL 1998 | United States | TX4810341 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE FEBRUARY 1999 | United States | TX4857408 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE OCTOBER 1998 | United States | TX4857415 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX4860029 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX490968 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE APRIL 1999 | United States | TX4981268 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE MARCH 1999 | United States | TX4981285 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE MAY 1999 | United States | TX4981289 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JUNE 1999 | United States | TX5000351 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE JULY 1999 | United States | TX5000352 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5032253 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5143819 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5143820 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: A/V ACCESS PLUS, THE PROBLEM SOLVER | United States | TX5328997 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: MARC A/V CATALOGING DATABASE AUGUST 2000 | United States | TX5331788 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5377110 | BAKER & TAYLOR, LLC |

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| A/V ACCESS PLUS | United States | TX5377111 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: THE PROBLEM SOLVER | United States | TX5389112 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: THE PROBLEM SOLVER | United States | TX5408210 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS THE PROBLEM SOLVER | United States | TX5501774 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5501778 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5519862 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5519863 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5519864 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5655544 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5664890 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5677348 | BAKER & TAYLOR, LLC |
| A/V ACCESS | United States | TX5746842 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5772978 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS | United States | TX5835006 | BAKER & TAYLOR, LLC |
| A/V ACCESS PLUS: THE PROBLEM SOLVER | United States | TX5904044 | BAKER & TAYLOR, LLC |

6. Copyright Applications

None.

7. Trade Names

| TRADE NAME | LOAN PARTY |
|-----------------------------------|----------------------------------|
| Atlas Books, LLC | BookMasters, Inc. |
| Bookmasters | BookMasters, Inc. |
| Bookmasters Distribution Services | BookMasters, Inc. |
| Follett Virtual Campus | Follett Virtual Bookstores, Inc. |
| Advanced-Online | ADVANCED GRAPHIC PRODUCTS INC. |

| TRADE NAME | LOAN PARTY |
|-------------------------|--------------------------------|
| TheEcontentRetailer.com | Exquiro, Inc. |
| ThePrintRetailer.com | J. A. MAJORS COMPANY-NEVADA |
| Woody's Books | Follett Higher Ed Group, Ltd. |
| Woody's Books, Inc. | Follett Higher Ed Group, Ltd. |
| Wobo | Follett Higher Ed Group, Ltd. |
| Wobo, Inc. | Follett Higher Ed Group, Ltd. |
| Tyler's Books | Follett Higher Ed Group, Ltd. |
| Cooper's Books | Follett Higher Ed Group, Ltd. |
| Classbook | Follett School Solutions, Inc. |
| Classbook.com | Follett School Solutions, Inc. |