TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386449

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Follett Higher Education Group, Inc.		04/15/2016	Corporation: ILLINOIS

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: 9

Property Type	Number	Word Mark
Registration Number:	3328622	CAMPUS AUTHENTIC
Registration Number:	4129218	NEEBO
Registration Number:	3968022	NEEBO
Registration Number:	4119082	NEEBO
Registration Number:	4785998	NEEBO
Registration Number:	4129909	NEEBO
Registration Number:	4016137	NEEBO
Registration Number:	3185880	SPECIALTY BOOKS
Registration Number:	3349098	VALIDIS

OP $240.00 3328622

CORRESPONDENCE DATA

Fax Number: 7043738822

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.

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:	06/02/2016

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

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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.

TRADEMARK
REEL: 005804 FRAME: 0697

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.

TRADEMARK
REEL: 005804 FRAME: 0698

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

TRADEMARK
REEL: 005804 FRAME: 0699

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

TRADEMARK
REEL: 005804 FRAME: 0700

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

TRADEMARK
REEL: 005804 FRAME: 0702

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	Japan	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 **BAKER & TAYLOR THE FUTURE DELIVERED** (Black and White)	Baker & Taylor, LLC	3,846,174	USA	September 7, 2010
BAKER&TAYLOR **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
KNOWLEDGEP OINT	Baker & Taylor, LLC	4,728,725	USA	April 28, 2015
PAW PRINTS	Baker & Taylor, LLC	4,005,417	USA	August 2, 2011
PW Prints **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, Ltd. [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
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
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

Copyright	Registry	Registration or Application No.	Record Owner
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.