

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement recorded at Reel 5720/Frame 0055		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mast OC I Master Fund L.P.		07/23/2018	Limited Partnership: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Callidus Capital Corporation		
Street Address:	181 Bay Street		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1312759	NBC	
Registration Number:	3484123	COLLEGE STORE DESIGN	
Registration Number:	3670280	COLLEGE DINING DESIGN	
Registration Number:	3967523	COLLEGE CONVENIENCE STORE DESIGN	
Registration Number:	2867029	CAMPUSHUB	
Registration Number:	3669119	CAMPUSHUB	
Registration Number:	3739013	CAMPUSHUB	
Registration Number:	3346005	JUMPBOOKS	
Registration Number:	3933019	MOBILE BUYBACK	
Registration Number:	3933020	MOBILE BUYBACK UNIT	
Registration Number:	3484122	NBC TEXTBOOKS	
Registration Number:	2568157	NBCPRISM	
Registration Number:	5110058	PRISM360	
Serial Number:	85900568	PRISM360+	
Serial Number:	86368392	THREAD	
Registration Number:	3685557	ULOAD	
Registration Number:	2817707	WEBPRISM	
Registration Number:	3484126	WINPRISM	

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TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 9494754754

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: 949-451-3800**Email:** skann@gibsondunn.com**Correspondent Name:** Stephanie Kann**Address Line 1:** 3161 Michelson Drive**Address Line 2:** Gibson, Dunn & Crutcher LLP**Address Line 4:** Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	65383-00003
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	07/23/2018

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (the “Assignment”), dated as of July 23, 2018, is by and between Mast OC I Master Fund L.P., a Cayman Islands limited partnership, located at 200 Clarendon Street, 51st Floor, Boston, MA 02116 (“Assignor”) and Callidus Capital Corporation, an Ontario corporation, located at 181 Bay Street, Toronto, ON M5J 2T3, in its capacity as Collateral Agent under, and subject to the terms of, the below-defined Intercreditor Agreement (“Assignee”).

WHEREAS, Assignor, as Agent for the Lenders, and Nebraska Book Company, Inc. (“Grantor”) are parties to that certain (i) Term Loan Credit and Security Agreement, dated as of November 13, 2014 (as amended, amended and restated, restated or otherwise modified from time to time, the “Credit Agreement”); (ii) Trademark Collateral Security Agreement, dated as of November 13, 2014 (as amended, amended and restated, restated or otherwise modified from time to time, the “Trademark Security Agreement”); and (iii) Notice of Trademark Assignment of Security, dated as of January 29, 2016 (as amended, amended and restated, restated or otherwise modified from time to time, the “Security Assignment”);

WHEREAS, pursuant to and accordance with the Trademark Security Agreement, Grantor granted to Assignor, its successors and assigns, for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in all of Grantor’s right, title and interest in and to all trademarks, and registrations and applications identified in Schedule A attached hereto;

WHEREAS, the Security Assignment was recorded with the United States Patent and Trademark office at Reel 5720 and Frame 0055;

WHEREAS, subject to the terms of the Intercreditor Agreement, Assignor wishes to assign, transfer, convey and deliver to Assignee, and Assignee wishes to accept, all of Assignor’s right, title and interest in and to the Trademark Security Agreement and Security Assignment (“Trademark Agreements”); and

WHEREAS, Assignor and Assignee are party to that certain Intercreditor Agreement, dated as of July 23, 2018, by and among Assignor, Assignee, and the other parties thereto from time to time, as amended, supplemented, restated, amended and restated or otherwise modified from time to time (the “Intercreditor Agreement”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Trademark Agreements. Assignee hereby accepts such assignment, transfer, conveyance, and delivery, subject to the terms of the Intercreditor Agreement.
2. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment of Assignor’s right, title and interest in and to the Trademark Agreements with the United States Patent and Trademark Office.
3. This Assignment may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

4. This Assignment and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of New York without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

5. Notwithstanding anything to the contrary in this Assignment, Assignee does not, and will not be deemed to, assume or take assignment of any duties, liabilities, or obligations of any kind or nature whatsoever of Assignor or any other person by virtue of the execution, delivery, and performance of this Assignment by Assignee. The terms of this Assignment are subject to the terms of the Intercreditor Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

MAST OC I MASTER FUND L.P.,
in its capacity as Agent for the Lenders

By: David Steinberg

Name: David Steinberg

Title: Authorized Signatory

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Signature Page to the Assignment of Trademark Security Agreement

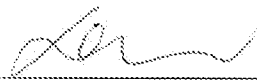
ASSIGNEE:

CALLIDUS CAPITAL CORPORATION,
in its capacity as Collateral Agent under the Intercreditor
Agreement

By: 

Name: David Reese
President & Chief Operating Officer

Title: _____



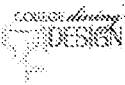

By: 

Name: Dan Nohdomi
CFO

Title: _____

SCHEDULE A

TRADEMARKS

#	Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status
1.	U.S.		Filing Date 12/16/1983 Reg. Date 1/1/1985	Serial No. 73/457,327 Reg. No. 1,312,759	Registered
2.	U.S.		Filing Date 12/21/2007 Reg. Date 8/12/2008	Serial No. 77/358,131 Reg. No. 3,484,123	Registered
3.	U.S.		Filing Date 3/5/2008 Reg. Date 8/18/2009	Serial No. 77/413,706 Reg. No. 3,670,280	Cancelled
4.	U.S.		Filing Date 3/24/2010 Reg. Date 5/24/2011	Serial No. 77/967,452 Reg. No. 3,967,523	Cancelled
5.	U.S.	CAMPUSHUB	Filing Date 2/9/2000 Reg. Date 7/27/2004	Serial No. 75/925,306 Reg. No. 2,867,029	Registered
6.	U.S.	CAMPUSHUB	Filing Date 2/4/2009 Reg. Date 8/18/2009	Serial No. 77/663,051 Reg. No. 3,669,119	Registered
7.	U.S.	CAMPUSHUB	Filing Date 2/4/2009 Reg. Date 1/19/2010	Serial No. 77/663,067 Reg. No. 3,739,013	Registered
8.	U.S.	JUMPBOOKS	Filing Date 4/25/2006 Reg. Date 11/27/2007	Serial No. 78/869,361 Reg. No. 3,346,005	Cancelled
9.	U.S.	MOBILE BUYBACK	Filing Date 4/20/2010 Reg. Date 3/15/2011	Serial No. 85/018,476 Reg. No. 3,933,019	Cancelled
10.	U.S.	MOBILE BUYBACK UNIT	Filing Date 4/20/2010 Reg. Date 3/15/2011	Serial No. 85/018,521 Reg. No. 3,933,020	Cancelled
11.	U.S.	NBC TEXTBOOKS	Filing Date 12/21/2007 Reg. Date 8/12/2008	Serial No. 77/358,077 Reg. No. 3,484,122	Registered
12.	U.S.	NBCPRISM	Filing Date 2/9/2000 Reg. Date 5/7/2002	Serial No. 75/925,321 Reg. No. 2,568,157	Registered
13.	U.S.	PRISM360	Filing Date 4/10/2013 Reg. Date 12/27/2016	Serial No. 85/900,562 Reg. No. 5,110,058	Registered
14.	U.S.	PRISM360+	Filing Date 4/10/2013	Serial No. 85/900,568	Abandoned
15.	U.S.	THREAD	Filing Date 8/15/2014	Serial No. 86/368,392	Abandoned

#	Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status
16.	U.S.	ULoad	Filing Date 2/19/2009 Reg. Date 9/22/2009	Serial No. 77/674,052 Reg. No. 3,685,557	Cancelled
17.	U.S.	WEBPRISM	Filing Date 2/9/2000 Reg. Date 2/24/2004	Serial No. 75/925,323 Reg. No. 2,817,707	Registered
18.	U.S.	WINPRISM	Filing Date 12/21/2007 Reg. Date 8/12/2008	Serial No. 77/358,228 Reg. No. 3,484,126	Registered