

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539012

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEBRASKA BOOK COMPANY, INC.		08/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Bank, N.A., as Agent		
<b>Street Address:</b>	11 West 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2817707	WEBPRISM	
<b>Registration Number:</b>	2568157	NBCPRISM	
<b>Registration Number:</b>	1312759	NBC	
<b>Registration Number:</b>	2867029	CAMPUSHUB	
<b>Registration Number:</b>	3669119	CAMPUSHUB	
<b>Registration Number:</b>	3739013	CAMPUSHUB	
<b>Registration Number:</b>	3484126	WINPRISM	
<b>Registration Number:</b>	3484122	NBC TEXTBOOKS	
<b>Registration Number:</b>	5110058	PRISM360	
<b>Registration Number:</b>	3484123	COLLEGE STORE DESIGN	
<b>Registration Number:</b>	4334691	CAMPUS BOOK RENTALS	
<b>Registration Number:</b>	5529778	COUNTERONE	
<b>Registration Number:</b>	5814499	PRISM CORE	
<b>Registration Number:</b>	5795481	PRISM POS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			

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**Phone:** 214-981-3483  
**Email:** dclark@sidley.com  
**Correspondent Name:** Dusan Clark, Esq.  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 18965-30770

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 08/30/2019

**Total Attachments: 3**

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**GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of August 28, 2019, by NEBRASKA BOOK COMPANY, INC., a Delaware corporation (“**Grantor**”), in favor of CIT BANK, N.A., in its capacity as agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

**WHEREAS**, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

**WHEREAS**, the Grantor has entered into a Pledge and Security Agreement, dated August 28, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

NEBRASKA BOOK COMPANY, INC.

By:   
Name: Jay E. Amond  
Title: Chief Executive Officer

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK  
REEL: 006734 FRAME: 0251**

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<b>Citation</b>	<b>App. No.</b>	<b>App Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Current Owner</b>	<b>Status</b>
WEBPRISM	75925323	2/9/2000	2,817,707	2/24/2004	Nebraska Book Company, Inc.	Registered
NBCPRISM	75925321	2/9/2000	2,568,157	5/7/2002	Nebraska Book Company, Inc.	Registered
NBC and Design	73457327	12/16/1983	1,312,759	1/1/1985	Nebraska Book Company, Inc.	Registered
CAMPUSHU B	75925306	2/9/2000	2,867,029	7/27/2004	Nebraska Book Company, Inc.	Registered
CAMPUSHU B	77663051	2/4/2009	3,669,119	8/18/2009	Nebraska Book Company, Inc.	Registered
CAMPUSHU B	77663067	2/4/2009	3,739,013	1/19/2010	Nebraska Book Company, Inc.	Registered
WINPRISM	77358228	12/21/2007	3,484,126	8/12/2008	Nebraska Book Company, Inc.	Registered
NBC TEXTBOOKS	77358077	12/21/2007	3,484,122	8/12/2008	Nebraska Book Company, Inc.	Registered
PRISM360	85900562	4/10/2013	5,110,058	12/27/2016	Nebraska Book Company, Inc.	Registered
College Store Design	77358131	12/21/2007	3,484,123	8/12/2008	Nebraska Book Company, Inc.	Registered
Campus Book Rentals	85734829	9/21/2012	4,334,691	5/14/2013	Nebraska Book Company, Inc.	Registered
CounterONE	87735414	12/27/2017	5529778	7/31/2018	Nebraska Book Company, Inc.	Registered
PrismCore	87855959	3/29/2018	5814499	7/23/2019	Nebraska Book Company, Inc.	Registered
PrismPOS	87856022	3/29/2018	5795481	7/2/2019	Nebraska Book Company, Inc.	Registered