

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAKER & TAYLOR, LLC		11/03/2021	Limited Liability Company: DELAWARE
BOOKMASTERS, INC.		11/03/2021	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	CIT NORTHBRIDGE CREDIT LLC, as Agent
<b>Street Address:</b>	11 West 42nd Street, 13th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2143981	ACADEMIA
Registration Number:	4803151	ACOUSTIK AUDIOBOOKS
Registration Number:	2079090	AUTOMATICALLY YOURS
Registration Number:	4286574	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER&
Registration Number:	4286575	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER&
Registration Number:	1852716	B&T MARC
Registration Number:	1131530	BAKER & TAYLOR
Registration Number:	3846175	BAKER & TAYLOR THE FUTURE DELIVERED
Registration Number:	3846174	BAKER & TAYLOR THE FUTURE DELIVERED
Registration Number:	3273407	BOOKMASTERS
Registration Number:	1741956	BWI
Registration Number:	4205480	CATS
Registration Number:	4025534	CLS
Registration Number:	4252308	CUSTOMIZED LIBRARY SERVICES
Registration Number:	4728725	KNOWLEDGEPOINT
Registration Number:	4005417	PAW PRINTS
Registration Number:	4005456	PAW PRINTS
Registration Number:	1653849	STEPS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3006919	THE TITLE SOURCE
Registration Number:	4593150	CUSTOMREACH
Registration Number:	4491760	ACOUSTIK

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806  
*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:** 3128637198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy J. Brougher, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	7821.029
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	11/05/2021

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2021, by the undersigned ("Grantors"), in favor of CIT NORTHBRIDGE CREDIT LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of even date herewith by and among Baker & Taylor, LLC, a Delaware limited liability company ("B&T"), the other Persons from time to time party thereto as "Borrowers" (together with B&T collectively, "Borrowers"), BTAC United Acquisition Holding Company, a Delaware corporation ("Ultimate Holdings"), BTAC Acquisition Holdings, LLC, a Delaware limited liability company ("Intermediate Holdings"), BTAC Holding Corp., a Delaware corporation ("B&T Holdings"), BookMasters, Inc., an Ohio corporation ("BookMasters"), the other persons from time to time party thereto as Guarantors, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure prompt payment and performance of the Obligations, Grantors hereby grant to Agent, for its benefit and the benefit of the Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), and the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its registered Trademarks set forth on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Loan Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or, prior to the Full Payment of the Obligations and the occurrence of the Commitment Termination Date, the future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantors hereby acknowledge and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. If Grantors shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto exclusive of any licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Trademark Licenses. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Trademark Licenses of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

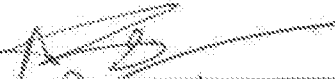
5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.


[signature pages follow]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BAKER & TAYLOR, LLC**

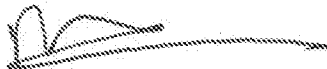
By:   
Name: Amandeep S. Kochhar  
Title: Executive Vice President

**BOOKMASTERS, INC.**

By:   
Name: Amandeep S. Kochhar  
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**CIT NORTHBRIDGE CREDIT LLC,**  
as Agent

By:   
Name: PRAPTI BASNET  
Title: AUTHORIZED SIGNATORY

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Application Date</u>
Australia	ACADEMIA	Baker & Taylor, LLC	Registered	707626	8/10/1998
Canada	ACADEMIA	Baker & Taylor, LLC	Registered	473255	3/21/1997
U.S.	ACADEMIA	Baker & Taylor, LLC	Registered	2143981	3/17/1998
U.S.	ACOUSTIK AUDIOBOOKS and Design (Stylized in Color)	Baker & Taylor, LLC	Registered	4803151	9/1/2015
U.S.	AUTOMATICALLY YOURS	Baker & Taylor, LLC	Registered	2079090	7/15/1997
Australia	AUTOMATICALLY YOURS	Baker & Taylor, Inc.	Registered	709838	6/3/1996
U.S.	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design (Stylized in Black and White)	Baker & Taylor, LLC	Registered	4286574	2/5/2013
U.S.	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design (Stylized in Color)	Baker & Taylor, LLC	Registered	4286575	2/5/2013
U.S.	B&T MARC	Baker & Taylor, LLC	Registered	1852716	9/6/1994
U.S.	BAKER & TAYLOR	Baker & Taylor, LLC	Registered	1131530	2/26/1980
U.S.	BAKER & TAYLOR THE FUTURE DELIVERED (Color)	Baker & Taylor, LLC	Registered	3846175	9/7/2010
U.S.	BAKER & TAYLOR THE FUTURE DELIVERED (Black and White)	Baker & Taylor, LLC	Registered	3846174	9/7/2010
U.S.	BOOKMASTERS	BookMasters, Inc.	Registered	3273407	8/7/2007
U.S.	BWI	Baker & Taylor, LLC	Registered	1741956	12/22/1992

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Application Date</u>
U.S.	CATS	Baker & Taylor, LLC	Registered	4205480	9/11/2012
U.S.	CLS	Baker & Taylor, LLC	Registered	4025534	9/13/2011
U.S.	CUSTOMIZED LIBRARY SERVICES	Baker & Taylor, LLC	Registered	4252308	12/4/2012
U.S.	KNOWLEDGEPOINT	Baker & Taylor, LLC	Registered	4728725	4/28/2015
U.S.	PAW PRINTS	Baker & Taylor, LLC	Registered	4005417	8/2/2011
U.S.	PAW PRINTS and Design (Color)	Baker & Taylor, LLC	Registered	4005456	8/2/2011
U.S.	STEPS	Baker & Taylor, LLC	Registered	1653849	8/13/1991
U.S.	THE TITLE SOURCE	Baker & Taylor, LLC	Registered	3006919	10/18/2005
U.S.	CUSTOMREACH	Baker & Taylor, LLC	Cancelled	4593150	8/26/2014
U.K.	CIRCPOINT	Baker & Taylor, LLC	Registered	UK00002590565	8/8/2011
U.S.	ACOUSTIK	Baker & Taylor, LLC	Cancelled	4491760	3/4/2014