

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEBRASKA BOOK COMPANY, INC.		09/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB LENDING SPV I LLC		
Doing Business As:	MOUNTAIN RIDGE CAPITAL		
Street Address:	405 LEXINGTON AVE.		
Internal Address:	FL 59		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1312759	NBC	
Registration Number:	3484122	NBC TEXTBOOKS	
Registration Number:	3484123	COLLEGE STORE DESIGN	
Registration Number:	4334691	CAMPUS BOOK RENTALS	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	5127704200		
Email:	MJovel@dickinson-wright.com		
Correspondent Name:	DICKINSON WRIGHT PLLC		
Address Line 1:	1825 EYE ST., NW		
Address Line 2:	SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20006		
NAME OF SUBMITTER:	Jonathon H. Oakley		
SIGNATURE:	/Jonathon H. Oakley/		
DATE SIGNED:	10/04/2022		

CH \$115.00 1312759

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 9, 2022, is made by NEBRASKA BOOK COMPANY, INC., a Delaware corporation (and together with each other person who joins this Agreement from time to time as a Grantor, each a "Grantor" and collectively the "Grantors") in favor of AB LENDING SPV I LLC, d/b/a MOUNTAIN RIDGE CAPITAL, a Delaware limited liability company ("Secured Party").

RECITALS:

A. Grantors and Secured Party are parties to that certain Credit and Security Agreement dated on or about the date of this Agreement (as amended, restated, supplemented, or modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined in this Agreement have the meanings given to them in the Credit Agreement.

B. Pursuant to the Credit Agreement and the other Loan Documents, Grantors are required to execute and deliver this Agreement to Secured Party.

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 agree as follows:

1. GRANT OF SECURITY INTEREST. Grantors hereby grant to Secured Party a continuing security interest in all of each Grantor's right, title and interest in, to and under the following collateral owned by such Grantor, whether presently existing or hereafter created or acquired:

(a) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(b) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;

(c) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items (a) through and including (c) being herein collectively referred to as the "Trademark Collateral");

(d) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(e) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;

(f) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items (d) through and including (f) being herein collectively referred to as the "Patent Collateral");

(g) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 3 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(h) each copyright license, including without limitation, each copyright license listed on Schedule 3 attached hereto, together with all goodwill associated therewith; and

(i) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any copyright, including without limitation, any copyright referred to in Schedule 3 attached hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3, and any copyright licensed under any copyright license listed on Schedule 3 attached hereto (items (g) through and including (i) being herein collectively referred to as the "Copyright Collateral").

2. LOAN DOCUMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Documents. Grantors acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral, the Trademark Collateral, and the Copyright Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. COUNTERPARTS. This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

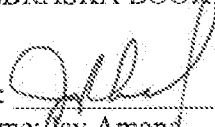
4. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:


NEBRASKA BOOK COMPANY, INC.

By: 
Name: Jay Amond
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

SECURED PARTY:

AB LENDING SPV I LLC, d/b/a
MOUNTAIN RIDGE CAPITAL

By: 
Name: Craig Winslow
Title: Chief Credit Officer

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

I. TRADEMARKS APPLICATIONS – None.

II. TRADEMARKS

Citation	Reg. No.	Reg. Date	Jurisdiction	Current Owner	Status
NBC and Design	1,312,759	1/1/1985	United States	Nebraska Book Company, Inc.	Registered
NBC TEXTBOOKS	3,484,122	8/12/2008	United States	Nebraska Book Company, Inc.	Registered
College Store Design	3,484,123	12/21/2007	United States	Nebraska Book Company, Inc.	Registered
Campus Book Rentals	4,334,691	5/14/2013	United States	Nebraska Book Company, Inc.	Registered

III. TRADEMARK LICENSES – None.

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

I. PATENT APPLICATIONS – None.

II. PATENTS – None.

III. PATENT LICENSES – None.

SCHEDULE 3

Copyright Applications, Copyrights, and Copyright Licenses

I. COPYRIGHT APPLICATIONS – None.

II. COPYRIGHTS

Citation	Reg. No.	Reg. Date	Current Owner	Status
Textbook buyers guide/by Nebraska Book Company	TX0000757441	2/4/2016	Nebraska Book Company, Inc.	Registered
Textbook buyers guide/by Nebraska Book Company	TX0000653450	2/4/2016	Nebraska Book Company, Inc.	Registered

III. COPYRIGHT LICENSES – None.