

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Academic Book Services, Inc.		11/21/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Follett Educational Services, Inc.		
Street Address:	2233 West Street		
City:	River Grove		
State/Country:	ILLINOIS		
Postal Code:	60171-1895		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2041967	ACADEMIC BOOK SERVICES, INC. WE BUY & SELL TEXTBOOKS	
Registration Number:	2315149	ABS	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3123722000		
Email:	jmikulina@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	227 West Monroe Street; Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	065197-0014		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
Signature:	/Jennifer M. Mikulina/		

CH \$65.00 2041967

Date:

11/29/2006

Total Attachments: 6

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EXECUTION COUNTERPART

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, is effective as of November 21, 2006, by and among Follett Educational Services, Inc., an Illinois corporation ("Assignee"), and Academic Book Services, Inc., a Georgia corporation ("Assignor").

WHEREAS, the Assignor has adopted and used and is the sole and exclusive owner of the trademarks, service marks, logos, trade names, and product designations listed on the attached **Schedule A**, and all of the goodwill of the business appurtenant thereto (the "Trademarks");

WHEREAS, the Assignor is the owner of certain copyrights in various works of authorship, including but not limited to software, promotional materials, marketing materials, photographs, and forms, (the "Copyrights");

WHEREAS, the Assignor owns the "academicbookservices.com", "academicbookservice.com", "academicbooksservice.com", "1-800-25books.com", "180025books.com", "1-800-textbooks.com", "1-800-textbook.com", "1800textbook.com", "1800textbooks.com", "800-25books.com", "80025books.com", "abschools.com", "abscollege.com", "abscollege.net", "abscollege.org", "absschool.com", "absschools.com", "abstextbooks.com", "academicbookfair.com", "anyschoolbook.com", "budgettexts.com", "budgettexts.com", "goodtimemobilebookfair.com", "gtmbf.com", "ptabooks.com", "schoolquick.com", "teachereditions.com", "teacherseditions.com", and "absathome.com" domain names (collectively, the "Domain Names");

WHEREAS, the Assignor is the sole and exclusive owner of certain other proprietary rights, including, but not limited to, trade secrets, know-how, ideas, processes, concepts, confidential information, and technology, all of which are used in, or required for the operation of, the Assignor's business (the "Other Rights") (collectively, the "Trademarks," "Copyrights," "Domain Names," and "Other Rights" are the "Intellectual Property");

WHEREAS, pursuant to the Agreement for Purchase and Sale of Assets dated November 16, 2006 (the "Purchase Agreement") by and among the Assignee, Assignor, Steve Wilson, Alan Castro, Britt Hinton, and Kudzu Book Traders LLC, Assignor desires to sell the Purchased Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of Assignor's right, title and interest in and to the Intellectual Property to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its

own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, be it known that for and in consideration of the amounts set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, its entire right, title and interest in and to all Copyrights, Other Rights, and author's rights, whether published or unpublished, including rights to prepare, reproduce and distribute copies, compilations, and derivative works, and all copyright licenses, copyright registrations, and copyright interests of every kind and nature (and the right to apply for the foregoing) to the Copyrights, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force, all rights to causes of action or remedies related to the Copyrights and Other Rights (including the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to the foregoing), and any and all causes of action heretofore accrued in Assignor's favor for infringement of such Copyrights, Other Rights, author's rights, copyright licenses, copyright interests, and any and all copyright registrations therefor, whether currently in force or obtained hereafter, which are owned, possessed and/or controlled by Assignor, in all countries throughout the world wherein Assignor owns, possesses, or controls the rights herein being transferred to Assignee, to the full extent of such rights, and any and all other rights and interests arising out of, in connection with, or in relation to the Copyrights and Other Rights.

AND, be it known that for and in consideration of the amounts set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to Assignee, its entire right, title and interest, in the Domain Names, including all registrations therefor, any right to renew such registrations, the goodwill represented by the Domain Names, and all claims for damages by reason of infringement of the same.

AND, Assignor hereby requests the appropriate domain name registration authorities ("Registrars"), which exercise authority over the Domain Names, to transfer the Domain Names to Assignee. Assignor has not and will not otherwise delete, transfer, or reserve registrations for the Domain Names.

AND, the Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, the Assignor will, at Assignee's expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, the Intellectual Property and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor and the Assignee. This Intellectual

Property Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of above-written date.

BUYER:

**FOLLETT EDUCATIONAL
SERVICES, INC.**

By: 

Name: Robert M. Mallo

Title: Chairman

SELLER:

ACADEMIC BOOK SERVICES, INC.

By: _____

Britt Hinton, President

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of above-written date.

BUYER:

**FOLLETT EDUCATIONAL
SERVICES, INC.**

By: _____
Name: _____
Title: _____


SELLER:

ACADEMIC BOOK SERVICES, INC.

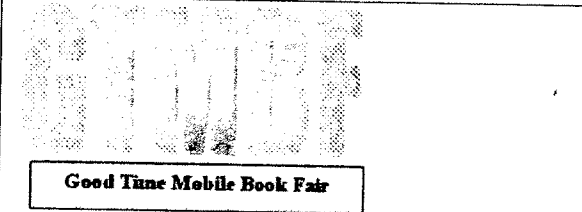

By:  _____
Britt Hinton, President

SCHEDULE A

Registered Trademarks

Mark	Registration No.	Registration Date	Owner
	2,041,967	March 4, 1997	Academic Book Services, Inc.
ABS	2,315,149	February 8, 2000	Academic Book Services, Inc.

Unregistered Trademarks, Service Marks, Trade Names, Logos, and Product Designations

Mark	Owner
DELIVERING QUALITY USED TEXTBOOKS TO OUR CHILDREN	Academic Book Services, Inc.
GRAY PARAKEET [PHOTOGRAPH] IN GOLD CIRCLE LOGO	Academic Book Services, Inc.
ACADEMIC BOOK SERVICES	Academic Book Services, Inc.
THE ABS TEXTBOOK	Academic Book Services, Inc.
	Academic Book Services, Inc.
	Academic Book Services, Inc.