

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
Graphic Arts Center Publishing Company		02/03/2007	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Ingram Book Group Inc.
Street Address:	One Ingram Blvd.
Internal Address:	PO Box 3006
City:	La Vergne
State/Country:	TENNESSEE
Postal Code:	37086-1986
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1894069	GRAPHIC ARTS CENTER PUBLISHING
Registration Number:	1940392	
Registration Number:	1939145	GRAPHIC ARTS CENTER PUBLISHING
Registration Number:	1876969	
Registration Number:	2373652	WESTWINDS PRESS
Registration Number:	1152367	
Registration Number:	2569578	ALASKA NORTHWEST BOOKS
Registration Number:	2494349	WP
Registration Number:	2506290	
Registration Number:	2514878	GRAPHIC ARTS CENTER PUBLISHING
Registration Number:	2569576	THE ALASKA ALMANAC
Registration Number:	2500263	WESTWINDS PRESS

OP \$315.00 1894069

CORRESPONDENCE DATA

Fax Number: (503)595-5301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 503-595-5300
Email: ptotmdocket@klarquist.com
Correspondent Name: Ramon A. Klitzke II
Address Line 1: 121 SW Salmon Street
Address Line 2: One World Trade Center, Suite 1600
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	8558-85664-01
NAME OF SUBMITTER:	Ramon A. Klitzke II
Signature:	/Ramon A. Klitzke II/
Date:	07/16/2010

Total Attachments: 23
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page1.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page2.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page3.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page4.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page5.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page6.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page7.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page8.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page9.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page10.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page11.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page12.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page13.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page14.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page15.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page16.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page17.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page18.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page19.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page20.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page21.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page22.tif
source=LOAN AND SECURITY - ASSIGNMENT DOCUMENT#page23.tif

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (the "Agreement") is made this 3 day of February, 2007 by and between Ingram Book Group Inc., a Tennessee corporation ("Lender") and Graphic Arts Center Publishing Company, an Oregon corporation ("Borrower").

RECITALS

Lender has agreed to extend a loan to Borrower in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), on the terms and conditions set forth in this Agreement and the Note (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Lender and Borrower, intending to be legally bound hereby, agree as follows:

SECTION 1. CERTAIN DEFINITIONS

As used in this Agreement, the term:

1.1 "Accounts," "Chattel Paper," "Deposit Accounts," "Documents," "Equipment," "General Intangibles," "Receivables," "Instruments," "Inventory," "Investment Property," "Letter of Credit Rights," and "Promissory Note" will have the same respective meanings as are given to those terms in the UCC.

1.2 "Affiliate" means, with respect to any Person, any other Person which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled Person, whether through ownership of voting securities, by contract, or otherwise.

1.3 "Articles" means Borrower's Amended and Restated Articles of Incorporation, in the form attached hereto as Exhibit A.

1.4 "Bankruptcy" means those cases captioned In re: Graphic Arts Center Publishing Company, In re: Lincoln & Allen Company, In re: Haagen Acquisition Company, filed in the United States Bankruptcy Court for the District of Oregon and jointly administered under Case No. 06-30868.

1.5 "Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended from time to time, set forth in Sections 101 et seq. of Title 11 of the United States Code.

1.6 "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Oregon.

1.7 "Closing Date" shall mean February 3, 2007.

1.8 "Collateral" shall mean all of the assets of Borrower, including, without limitation, all of the property listed in Section 4.2, or in any of the Loan Documents.

1.9 "Common Stock" means Borrower's common stock, no par value.

1.10 "Convertible Debt" is defined in Section 2.1.

1.11 **"Disclosure Statement"** means the Debtors' Third Amended Disclosure Statement filed in the Bankruptcy on December 6, 2006.

1.12 **"Distribution Agreement"** means that certain Distribution Agreement entered into by and between Ingram Publisher Services Inc. ("IPS") and Borrower of even date herewith.

1.13 **"Event of Default"** has the meaning set forth in Section 8.

1.14 **"Family Member"** means, with respect to an individual, the spouse, parents, grandparents, collateral ancestors, siblings, children, grandchildren, collateral descendants, and in-laws of such individual, including adopted relations, and, with respect to any entity, the spouse, parents, siblings, children and grandchildren, including adopted relations of the owner(s) of such entity.

1.15 **"Funded Debt"** means, with respect to Borrower for any period, all of the following obligations (without duplication) as of such date: (a) all obligations for borrowed money, (b) all obligations evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations to pay the deferred purchase price of property, except trade accounts payable or other short term liabilities other than indebtedness for borrowed money arising in the ordinary course of business, (d) all obligations as lessee under capitalized leases, (e) all obligations to purchase securities or other property which arise out of or in connection with the sale of the same or substantially similar securities or property, such as bankers acceptances or similar instruments, (f) all contingent and non-contingent obligations to reimburse any bank or other person in respect of amounts payable or paid under a letter of credit or similar instrument, (g) all debt of others secured by a lien on any asset of Borrower, whether or not such debt is assumed, and (h) all Guarantee Obligations.

1.16 **"GAAP"** means generally accepted accounting principles in the United States of America as in effect from time to time, consistently applied.

1.17 **"Governmental Authority"** means any (a) nation, state, province, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including, but not limited to, any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

1.18 **"Guarantee Obligation"** means with respect to Borrower, any contract, agreement or understanding of Borrower pursuant to which Borrower guarantees, or in effect guarantees, any Funded Debt of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, agreements (a) to purchase such Funded Debt or any asset constituting security therefor, (b) to advance or supply funds for the purchase or payment of such Funded Debt or to maintain net worth or working capital or other balance sheet conditions, or otherwise to advance or make available funds for the purchase or payment of such Funded Debt, (c) with the holder of such Funded Debt to purchase an asset or service primarily for the purpose of assuring such holder of the ability of the primary obligor to make payment of the Funded Debt, or (d) otherwise to assure the holder of the Funded Debt of the primary obligor against loss with respect thereto; provided, however, that such term will not include the endorsement of negotiable instruments or documents for deposit or collection in the ordinary course of business.

1.19 **"Indebtedness"** means the indebtedness evidenced by the Note and any indebtedness and obligations of Borrower to Lender arising directly under this Agreement.

1.20 **"Knowledge"** means the knowledge of the directors and officers of a given Person, after reasonable investigation.

1.21 **"Laws"** means all ordinances, statutes, rules, regulations, order, injunctions, writs or decrees of any government or political subdivision or agency thereof, or any court of similar entity established by any thereof.

1.22 **"Loan Documents"** means this Agreement, the Note and any documents evidencing, securing or otherwise executed in connection with the indebtedness evidenced by the Note, as the same may be modified, extended or renewed from time to time.

1.23 **"Material Adverse Change"** means a material adverse change in the business, prospects or conditions (financial or otherwise) or in the result of operations of Borrower, or in the value of the Collateral.

1.24 **"Material Adverse Effect"** means, when referring to the taking of an action or the omission to take an action, that such action, if taken, or omission, could reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise) or results of operations of Borrower or could reasonably be expected to materially impair the value of the Collateral or could reasonably be expected to materially impair the legality, validity, binding effect or enforceability of any Transaction Document.

1.25 **"Merger"** means the merger of Graphic Arts Center Publishing Company, Lincoln & Allen Company and Haagan Acquisition Company, with and into Graphic Arts Center Publishing Company, as described in the Plan of Reorganization.

1.26 **"Note"** means the \$1,500,000 Senior Secured Convertible Note in the form attached as Exhibit B.

1.27 **"Permitted Liens"** means:

- (a) Liens in favor of the Lender;
- (b) Liens for taxes and assessments incurred in the ordinary course of business that are not yet delinquent;
- (c) Pledges or deposits made in the ordinary course of business to secure payment of workmen's compensation, or to participate in any fund in connection with workmen's compensation, unemployment insurance, old-age pensions or other social security programs;
- (d) Liens of mechanics, materialmen, warehousemen, carriers, or other like liens, securing obligations in the ordinary course of business that are not yet delinquent;
- (e) Good faith pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business;
- (f) Statutory and common law landlord's liens arising under any lease;
- (g) Liens which Borrower is contesting in good faith by appropriate legal measures with the amount thereof, if requested by Lender, secured by a bond issued by a company, and in an amount, reasonably acceptable to Lender; and
- (h) Those liens specified in the Plan of Reorganization.

1.28 "Person" means any individual, corporation, partnership, association, joint-stock company, estate, trust, unincorporated organization, limited liability company, joint venture, court or Governmental Authority or any other legal entity.

December 5, 2006 1.29 "Plan of Reorganization" means the Second Amended Plan of Reorganization dated ~~January~~, 2007, as confirmed by the United States Bankruptcy Court for the District of Oregon in the Bankruptcy, as modified from time to time with the approval of the Lender and/or under the provisions of the Bankruptcy Code.

1.30 "Records" means correspondence, memoranda, tapes, books, discs, paper, magnetic storage and other documents or information of any type, whether expressed in ordinary or machine language.

1.31 "Shareholders' Agreement" means the Shareholders' Agreement of even date herewith by and among Borrower, Lender, and the other shareholders party thereto.

1.32 "Series A Preferred Stock" means the Series A Preferred Stock of Borrower, no par value.

1.33 "Stock Purchase Agreement" means the Stock Purchase Agreement entered into by and between Borrower and Lender dated February 3, 2007.

1.34 "Subordinated Debt" means that certain bank debt in the principal amount of \$1,907,016.24 with Silicon Valley Bank, and any other debt of the Borrower, including without limitation, any debt owed to Greater Bay Bank, N.A., Mr. Charles M. Hopkins, or any other secured or unsecured creditor, set forth in the Plan of Reorganization.

1.35 "Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other business entity of which an aggregate of more than 50% of the outstanding Voting Stock is, at the time, directly or indirectly, owned or controlled by such Person or one or more Subsidiaries of such Person.

1.36 "SVB" means Silicon Valley Bank, a California corporation.

1.37 "SVB Loan Agreement" has the meaning set forth in Section 5.16.

1.38 "Transaction Documents" means (a) this Agreement, (b) the Articles (c) the Stock Purchase Agreement, (d) the Note (e) the Distribution Agreement, (f) the Shareholders' Agreement, and any and all other agreements presently existing or hereafter entered into in connection therewith or which evidence and/or secure any indebtedness from Borrower to Lender, or evidence or describe any equity interests Lender has in Borrower.

1.39 "UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of Oregon, as it may be amended from time to time; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of a security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Oregon, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

1.40 "Voting Stock" means the capital stock of any Person having ordinary power to vote in the election of members of the board of directors or other controlling Persons, of such Person (irrespective of whether, at the time, the capital stock of any other class or classes of such entity will have or might have voting power by reason of the happening of any contingency).

SECTION 2. THE LOAN

2.1 Convertible Debt. Subject to the terms and conditions hereinafter set forth, and as set forth in the Note, on the Closing Date, Lender agrees to lend to Borrower and Borrower promises to pay to Lender the principal sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), together with interest computed as described in, and payable in accordance with the terms set forth in, the Note, and subject at all times to, the terms and conditions set forth in the Note and the Transaction Documents; until maturity (the "Convertible Debt").

2.2 Subordination. All indebtedness of Borrower not evidenced by the Note, including, without limitation, the Subordinated Debt, is and shall be subordinate in time, priority and right of payment to the prior payment in full of the Indebtedness, and all security instruments entered into by Borrower, including without limitation, any and all security agreements entered into in connection with the Subordinated Debt, shall be subordinate in all respects to the liens, terms, covenants and conditions of the Loan Documents, except as specifically set forth in the Plan of Reorganization.

2.3 Use of Proceeds. The proceeds of the Convertible Debt, and all proceeds received under the Stock Purchase Agreement, may only be used to reduce secured debt as set forth in the Plan of Reorganization, and for general working capital, each in amounts acceptable to Lender and Borrower.

SECTION 3. CONDITIONS PRECEDENT

3.1 Documents Required for the Closing. The following are conditions precedent to the closing of the transactions contemplated by this Agreement:

- (a) The Note and all other Loan Documents shall be duly executed by Borrower;
- (b) The Stock Purchase Agreement shall be duly executed by Borrower;
- (c) The Shareholders' Agreement shall be duly executed by Borrower and all shareholders of Borrower;
- (d) The Merger shall have occurred and become effective;
- (e) The Plan of Reorganization shall have been confirmed by the Bankruptcy Court and become effective;
- (f) The Articles shall have been filed by the Secretary of State of Oregon;
- (g) The representations and warranties in this Agreement will be true and correct in all material respects; and
- (h) Borrower shall have delivered to Lender an opinion of its counsel in the form attached hereto as Exhibit C.
- (i) All notes payable and other debt owed by Borrower to Michael Hopkins will be amended, consolidated and subordinated to Lender in accordance with the Plan of Reorganization, and documents evidencing the same will be in form and substance acceptable to Lender.
- (j) The number and identity of all other lenders, the balances owed to each, and the repayment terms of each such obligation must be acceptable to Lender in its sole and unfettered discretion.

(k) Such other documents as Lender has reasonably requested shall have been delivered by Borrower.

SECTION 4. COLLATERAL SECURITY

4.1 Composition of the Collateral. The Collateral, together with all property of any kind, either real or personal, of Borrower held by, assigned to, mortgaged to or conveyed in favor of the Lender, will stand as one general, continuing collateral security for all Indebtedness and may be retained by the Lender until all of the Indebtedness has been satisfied in full.

4.2 Rights in Property of Borrower. As security for the prompt satisfaction of all of the Indebtedness, Borrower hereby collaterally assigns to Lender all of its right, title and interest in and to, and grants Lender a first priority lien upon and security interest in, all of the assets of Borrower, including without limitation the following, wherever located, whether now owned or in existence or hereafter acquired or arising, together with all substitutions, replacements, improvements, accessions or appurtenances thereto, and proceeds (including, without limitation, insurance proceeds) thereof, but excepting only those liens identified in Schedule 4.2:

- (a) Accounts, including, without limitation, Receivables;
- (b) Chattel Paper;
- (c) Deposit Accounts;
- (d) Documents;
- (e) Equipment;
- (f) General Intangibles;
- (g) Instruments;
- (h) Inventory;
- (i) Investment Property;
- (j) Letter of Credit Rights;
- (k) Promissory Notes;
- (l) All Records, pertaining thereto or to any other Collateral; and
- (m) any other personal property, whether tangible or intangible, now owned or existing or hereafter acquired by Borrower or arising in favor of Borrower.

4.3 Financing Statements. Borrower hereby authorizes Lender to file any financing statements it deems necessary to perfect its security interest in the Collateral and agrees to pay or reimburse the Lender for all costs and taxes of filing or recording the same in such public offices as the Lender may designate, and reimburse the Lender for performing subsequent verification searches following Closing in each applicable jurisdiction.

SECTION 5. REPRESENTATIONS AND WARRANTIES

To induce Lender to enter into this agreement, Borrower represents and warrants to Lender as follows:

5.1 Organization; Qualification. Borrower is a corporation duly organized, validly existing, and active on the records of the Secretary of State of Oregon. Borrower is qualified to transact business as a foreign corporation in all jurisdictions in which the nature of Borrower's business or the character of the properties owned or leased by Borrower requires such licensing or qualification. Borrower is not in violation of any provision of its articles of incorporation or bylaws (each as amended to date). No proceeding has been commenced by or on behalf of Borrower to effect the dissolution or merger of Borrower or the amendment of Borrower's articles of incorporation, as amended (other than the filing of the Articles) except as set forth in the Plan of Reorganization.

5.2 Power; Authority. Borrower has the full power and authority to (a) own and hold its properties, (b) carry on its business as now conducted and as proposed to be conducted, (c) execute and deliver this Agreement and the Loan Documents, and to perform its obligations hereunder and thereunder.

5.3 Due Authorization. The execution and delivery of this Agreement and the Transaction Documents, and the performance of its obligations hereunder and thereunder have been duly authorized and approved by all necessary corporate action by Borrower, and its directors, officers, and shareholders, and by the Bankruptcy Court as contemplated by the Plan of Reorganization.

5.4 No Conflicting Agreement. Except as otherwise set forth in the Plan of Reorganization, Borrower is not in default with respect to any indebtedness. The making and performance of the Loan Documents will not (immediately, or with the passage of time or the giving of notice, or both):

(a) violate the Plan of Reorganization or the Transaction Documents or violate any Laws, or result in a default under any contract, agreement, or instrument to which Borrower is a party or by which Borrower or any of its respective properties are bound; or

(b) result in the creation or imposition of any security interest in, or lien or encumbrance upon, any of the assets of Borrower except in favor of Lender.

5.5 Binding Obligations. The Loan Documents are valid, binding, and enforceable in accordance with their respective terms subject to the general principles of equity (regardless of whether such question is considered in a proceeding in equity or at law) and to applicable bankruptcy, insolvency, moratorium, fraudulent or preferential conveyance and other similar laws affecting generally the enforcement of creditors' rights.

5.6 Litigation. There is no pending or, to Borrower's Knowledge, threatened order, notice, claim, litigation, proceeding or investigation against or affecting Borrower, whether or not covered by insurance that, if decided adversely to Borrower, could reasonably be expected to have a Material Adverse Effect. Except as previously disclosed to Lender in writing with respect to *C&C Offset Printing Co. v. Graphic Arts*, there is no (a) action, suit, claim, proceeding or investigation pending or, to Borrower's Knowledge, threatened against or affecting Borrower, at law or in equity, or before or by any Governmental Authority, (b) arbitration proceeding relating to Borrower under collective bargaining agreements or otherwise, or (c) governmental inquiry pending or, to Borrower's Knowledge, threatened against Borrower.

5.7 Title to Properties.

(a) *Assets Other than Real Property.* Borrower has good and valid title to all of its assets. All of the tangible personal property of the Borrower has been maintained in accordance with generally accepted industry practice and is, in all material respects, in good operating condition and repair, ordinary wear and tear excepted. All leased personal property of the Borrower is, in all material respects, in the condition required of such property by the terms of the lease applicable thereto during the term of the lease and upon the expiration thereof. All of the Borrower's leases of personal property are in full force and effect and have not been modified or amended from the forms furnished to Lender and, except as otherwise set forth in the Plan of Reorganization, Borrower is not in default in any material respect thereunder. Copies of Borrower's material leases of personal property have been delivered to the Lender prior to the date of this Agreement.

(b) *Real Property.*

(1) Borrower owns no real property or interests in real property other than the leasehold interests granted pursuant to written leases, copies of which have previously been delivered to Borrower, all of which are listed in Schedule 5.7.

(2) All of the Borrower's leases of real property are in full force and effect and have not been modified or amended from the forms furnished to Lender and, except as otherwise set forth in the Plan of Reorganization, Borrower is not in default thereunder, except as contemplated under the Plan of Reorganization.

(3) Borrower has not granted and is not subject to any options to purchase, or rights of first refusal, with respect to any real property.

5.8 Absence of Material Liabilities and Financial Statements. Borrower has incurred no material liabilities other than as disclosed in the Plan of Reorganization and Disclosure Statement approved by the United States Bankruptcy Court for the District of Oregon in the Bankruptcy. The balance sheet and income statement of Borrower delivered to Lender (the "Financial Statements") have been prepared generally in accordance with GAAP and fairly present to the knowledge of Borrower and subject to immaterial errors and omissions, the financial condition of Borrower at the dates thereof and the results of operations for the periods covered thereby. Notwithstanding the foregoing, Borrower does not represent that the Financial Statements include footnotes, have been adjusted in any manner as a result of the Borrower's bankruptcy, have been based on any physical check of inventories, or have been reviewed or audited by independent auditors. There has been no Material Adverse Change from March 31, 2006 to the date hereof in the business, condition (financial or otherwise) or results of operation of the Borrower except as reflected in the Plan of Reorganization and Disclosure Statement.

5.9 No Additional Funded Debt. Borrower has no Funded Debt of any nature, including, without limitation, liabilities for taxes and any interest or penalties relating thereto, except to the extent disclosed in the Plan of Reorganization; Borrower does not know, and has no knowledge of any basis for the assertion against it as of the date hereof, of any Funded Debt of any nature.

5.10 Taxes. Borrower has filed, or obtained timely extensions to file, all federal, state and local tax returns and other reports it is required by Law to file prior to the date hereof, has paid or caused to be paid all taxes, assessments and other governmental charges that are due and payable prior to the delinquency hereof, and has made adequate provision for the payment of such taxes, assessments or other charges accruing but not yet payable.

5.11 Licenses; Compliance with Laws. Borrower has complied in all material respects with all applicable Laws, including, without limitation, Laws with respect to: (1) any licenses, permits, authorizations, registrations or other requirement; (2) the conduct of its business; (3) the use, maintenance, and operation of the real and personal properties owned or leased by it in the conduct of its business; and (4) health, safety, worker's compensation, and equal employment opportunity.

5.12 Consents; Governmental Approvals. Each consent, approval or authorization of, or filing, registration or qualification with, any Person required to be obtained or effected by Borrower in connection with the execution and delivery of the Loan Documents of the undertaking or performance of any obligation thereunder has been duly obtained or effected, including, without limitation, confirmation of the Plan of Reorganization.

5.13 Contracts. Borrower is not, nor to Borrower's knowledge is any other party, in default under any agreement to which Borrower is a party; and, to the knowledge of Borrower, no event has

occurred which, but for the giving of notice or the passage of time, or both, would constitute a default thereunder, except as reflected in the Plan of Reorganization.

5.14 Subordinated Debt. The Convertible Debt is senior to all other indebtedness of Borrower except as specifically noted in the Plan of Reorganization.

5.15 Subsidiaries. Borrower currently has no Subsidiaries.

5.16 Incorporation of Certain Representations, Notices and Covenants. Each and every representation, notice, affirmative covenant and negative covenant given or granted by Borrower in favor of SVB, now or hereafter, including, but not limited to, any such representation and covenant given in any written agreement entered into between Borrower and SVB in connection with the Creditor Obligations as such term is defined under that certain Loan and Security Agreement by and between Borrower and SVB dated February 3, 2007 (the "SVB Loan Agreement"), shall be, and is, considered given simultaneously by Borrower to Lender, and Lender shall be entitled to both rely on and receive the full benefit of all such representations and covenants, in each case superior to SVB. All notices, documents and other data, including, without limitation, the Perfection Certificate (as defined in the SVB Loan Agreement), that Borrower delivers to SVB will be simultaneously delivered by Borrower to Lender.

SECTION 6. NEGATIVE COVENANTS

6.1 Protective Provisions. Borrower may not take any of the following actions without the prior approval of the Lender; provided, however, that, notwithstanding clauses (f) and (i) below, the Borrower may seek financing to be secured by its assets so long as (i) the financing does not exceed the aggregate amount of the then existing debt of the Borrower that it replaces, and (ii) some or all of the new financing proceeds are used to fully satisfy the Convertible Debt contemporaneously with the closing of the new financing:

- (a) declare or pay any dividends or make any distributions;
- (b) redeem, repurchase or otherwise acquire for value any of the Common Stock;
- (c) declare or effect any stock split, reverse stock split, recapitalization, or reorganization;
- (d) make any loans or advances to employees of the Borrower or its Subsidiaries, except for loans or advances made to employees in the ordinary course of business as part of travel or other standard advances which are customary in the industry;
- (e) guarantee the obligations of any other Person.
- (f) incur any debt other than trade payables or equipment lease financing in the ordinary course of business which, in the aggregate, does not exceed One Hundred Thousand Dollars and No/100 (\$100,000) in any fiscal year;
- (g) merge or consolidate with any Person;
- (h) sell, lease (as lessor) or otherwise dispose of all or substantially all of its assets;
- (i) mortgage, pledge or create a security interest in, or permit a Subsidiary to mortgage, pledge or create a security interest in, all or substantially all of its assets, other than with respect to equipment lease financing permitted in subsection (f) above;

(j) enter into any acquisition or joint venture agreement, or any letter of intent or similar document regarding the same;

(k) amend, modify, supplement, or repeal any provision of the Articles or bylaws of the Borrower in any manner, or take any other action (including, without limitation entering into any merger, consolidation, reorganization, recapitalization, or similar transaction), that would (i) alter or change the rights, preferences, privileges or powers of the Series A Preferred Stock, and/or (b) increase or decrease the number of authorized shares of Series A Preferred Stock;

(l) increase or modify the terms of any compensation arrangement with management of the Borrower or enter into any contract, transaction or other binding obligation with any director, officer, employee or shareholder of the Borrower, or any Family Member of such Person, or any corporation, partnership, trust or other entity in which any such Person, or Family Member of any such Person, is a director, officer, trustee, partner or holder of more than five percent (5%) of the outstanding capital stock thereof;

(m) own any capital stock of any Person unless such Person is a wholly-owned subsidiary of the Borrower;

(n) issue additional shares of its capital stock, or options, grants, convertible investments or other rights to acquire its capital stock other than (i) the issuance of Common Stock upon conversion of the Series A Preferred Stock in accordance with Section 12 of the Articles, (ii) the issuance of Series A Preferred Stock upon conversion of the Convertible Debt, or (iii) the declaration of dividends or distributions permitted under Section 9 of the Articles;

(o) increase or decrease the number of authorized shares of the capital stock of the Borrower;

(p) reclassify any outstanding shares or securities of the Borrower, or create, authorize the creation of, or issue any class or series of shares of stock on parity with or having preference over the Series A Preferred Stock;

(q) liquidate or dissolve;

(r) increase or decrease the number of directors of the Borrower;

(s) change the nature of the business as currently conducted on the date of this Agreement; or

(t) terminate any financing statements filed by Lender.

SECTION 7. AFFIRMATIVE COVENANTS

7.1 Information Rights.

(a) Delivery of Financial Statements. The Borrower shall be required to deliver the following information prepared in accordance with GAAP, other than with respect to the information provided in compliance with subsections (4) and (5), to the Lender:

(1) Preliminary annual financial statements of the Borrower within 60 days after the end of each fiscal year, and final annual financial statements of the Borrower within 120 days after the end of each fiscal year, reviewed by an independent accounting firm approved by Lender;

(2) Unaudited quarterly financial statements within forty-five (45) days after the end of each fiscal quarter;

(3) Unaudited monthly financial statements within thirty (30) days after the end of each month;

(4) All budgets, financial plans, or other material plans of the Borrower, or, to the extent acceptable to Lender, summaries thereof; and

(5) All back-up documentation reasonably requested by Lender.

(b) Other Information upon Request. The Borrower shall deliver certificates of compliance signed by duly authorized officers of the Borrower with respect to the provisions of material agreements of the Borrower, including, without limitation, any distribution agreements entered into with the holder of the majority of the shares of Series A Preferred Stock or its Affiliates.

7.2 Payment of Taxes. Borrower will pay prior to delinquency, all taxes, assessments and charges or levies imposed upon it or on any of its property or which it is required to withhold or pay over, except where contested in good faith by appropriate proceedings with adequate reserves therefor having been set aside in a manner reasonably satisfactory to Lender. Borrower will pay all such taxes, assessments, charges or levies forthwith whenever foreclosure on any lien that attaches (or security therefor) appears imminent. Within thirty (30) days of filing, Borrower will furnish Lender with copies of federal income tax returns filed by it. The Borrower shall pay all taxes and other governmental charges (other than any income or other taxes imposed upon the profits realized by the recipient) that may be imposed in respect of the issue or delivery of shares of Series A Preferred Stock, or Common Stock or other securities or property upon conversion of the Convertible Debt, including without limitation, any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Series A Preferred Stock or Common Stock or other securities in a name other than that of the holder of the Convertible Debt so converted were registered.

7.3 Good Condition. Borrower will maintain all of its properties in good condition and repair (normal wear and tear excepted), and will pay and discharge or cause to be paid and discharged when due, the cost of repairs to or maintenance of the same, and will pay or cause to be paid all rental or mortgage payments due on such properties.

7.4 Insurance. Borrower will maintain, or cause to be maintained, public liability, and fire and extended coverage insurance in such form and amounts as are consistent with industry practices and with such insurers as may be reasonably satisfactory to Lender. Such policies will name Lender as an additional insured, as its interests may appear, and will contain a provision whereby they cannot be canceled except after thirty (30) days' written notice to Lender if such provision is permitted by applicable laws.

7.5 Records and Inspection. Borrower will make available during regular business hours any of its Records for inspection by duly authorized representatives of Lender, and will furnish Lender any information regarding its business affairs and financial condition within a reasonable time after Lender's written request therefor.

7.6 Maintenance of Existence; Compliance with Laws; Licenses. Borrower will take all necessary steps to renew, keep in full force and effect, and preserve its corporate existence, active status, licenses, permit, authorizations and franchises, and will comply in all respects with all present and future Laws applicable to it.

7.7 Collection of Accounts. Borrower will keep accurate and complete Records of its Accounts, consistent with sound business practices. Borrower will collect its Accounts only in the ordinary course of business.

7.8 Payment of Funded Debt. Borrower will pay when due (or within applicable grace periods) except as otherwise set forth in the Transaction Documents or the Plan of Reorganization, all Funded Debt (whether direct or indirect, including Guarantee Obligations) due any Person, except when the amount thereof is being contested in good faith by appropriate proceedings and with adequate reserves therefor being set aside in a manner reasonably satisfactory to Lender.

7.9 Notice of Litigation. Borrower will give prompt written notice to Lender and provide copies to Lender of any litigation or proceeding in which Borrower is a party or may become a party.

7.10 Notice to Lender of Event of Default. Borrower will notify Lender immediately in writing if it becomes aware of the occurrence of any Event of Default.

7.11 Compliance with Terms of the Transaction Documents. The terms, covenants, conditions, provisions, stipulations and agreements of the Transaction Documents are hereby made a part of this Agreement, to the same extent and with the same effect as if they were fully set forth herein. The Borrower does hereby covenant to abide by and comply with each and every term, covenant, condition, provision, stipulation and agreement set forth in the Transaction Documents.

SECTION 8. DEFAULT

8.1 The occurrence of any one or more of the following events (regardless of the reason therefor, and including those events, which, with the passage of time, or giving notice, or both, would constitute any one or more of the following events) shall constitute an "Event of Default" hereunder:

(a) The Borrower shall fail to make any payment of principal of, or interest on, the Note when due and payable or declared due and payable.

(b) The Borrower shall fail or neglect to perform, keep or observe any covenant, agreement or provision of, or default under, the Note, this Agreement, or any other Transaction Document.

(c) Lender shall fail to have an enforceable first priority lien on and security interest in the Collateral (except as specifically described herein).

(d) The Borrower files a bankruptcy petition, a bankruptcy petition is filed against the Borrower which remains undismissed or unstayed for sixty (60) consecutive days, or Borrower makes a general assignment for the benefit of creditors.

(e) The Borrower fails to make any payments required by, or otherwise defaults under, the terms of the Plan of Reorganization or any Subordinated Debt.

(f) The Borrower terminates the Distribution Agreement, for any reason other than a breach by IPS thereunder, or IPS terminates the Distribution Agreement due to the breach, or attempted or threatened breach of the Distribution Agreement by Borrower.

8.2 Remedies. Upon the occurrence of any Event of Default, Lender may, in its sole discretion, do one or more of the following: (i) declare all Indebtedness to be immediately due and payable, whereupon all such Indebtedness shall become due and payable, without presentment, demand, protest or further notice of any kind, all of which are expressly waived by the Borrower, and/or (ii)

continue to exercise any of its conversion rights pursuant to this Note or the Articles, and/or (iii) exercise any or all of its rights and remedies available hereunder or under any of the Transaction Documents and applicable law, including, but without limitation, the UCC as enacted in any jurisdiction in which any Collateral may be located. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as specifically required by the Loan Documents) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale, in any manner and at any location authorized by Laws, or otherwise realize upon, the whole, or, from time to time, any part of the Collateral, or any interest which Borrower may have therein. After deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services), Lender will apply such proceeds toward the satisfaction of the Indebtedness. Any remainder of the proceeds after satisfaction in full of the Indebtedness will be distributed as required by applicable laws. Notice of any sale or other disposition will be given to Borrower, as applicable, at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the Collateral is to be made, which Borrower hereby agrees will be reasonable notice of such sale or other disposition. Borrower agrees to assemble, or to cause to be assembled, at its own expense, the Collateral at such place or places as Lender will designate. At any such sale or other disposition, Lender may, to the extent permissible under applicable Laws, purchase the whole or any part of the Collateral, free from any right of redemption on the part of Borrower, which right is hereby expressly waived and released.

Without limiting the generality of any of the rights and remedies conferred upon Lender above, Lender may, to the full extent permitted by applicable Laws:

- (a) Enter upon the premises of Borrower, exclude therefrom the Borrower, any subsidiary or any officer or employee thereof, and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court of competent jurisdiction, using all necessary and lawful self-help to do so;
- (b) At Lender's option, use, operate, manage and control the Collateral in any lawful manner;
- (c) Collect and receive all receivables, rents, income, revenue, earnings, issues and profits therefrom; and
- (d) Maintain, repair, renovate, alter or remove the Collateral as Lender may determine in its discretion.

SECTION 9. MISCELLANEOUS

9.1 Fees and Expenses. Each party hereto will bear its own expenses in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereunder. If any action, suit, or proceeding is instituted at law or in equity to interpret or enforce this Agreement or the Note, then, in addition to any other relief to which the Lender shall be entitled, Lender shall be entitled to recover from the Borrower all costs, expenses, and fees (including, without limitation, reasonable legal, accounting, and consulting fees) incurred by Lender in connection with such action, suit, or proceeding (including any appeals therefrom).

9.2 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the closing of the transactions contemplated by this Agreement until the Convertible Debt is paid in full.

9.3 Indemnification. Borrower hereby indemnifies and holds Lender, and its officers, directors, attorneys, employees and agents free and harmless from and against any and all actions, causes

of action, suits, losses, liabilities and damages, and expenses in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Lender, or any of them as a result of, or arising out of, or relating to the execution, delivery, performance or enforcement of the Loan Documents or any instrument contemplated therein, and for any breach of any representation, warranty, covenant, or agreement contained in this Agreement, except to the extent of Lender's gross negligence, recklessness or willful misconduct. If and to the extent that the foregoing undertaking may be unenforceable for any reason, Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of such liabilities and costs permitted under applicable Laws.

9.4 Governing Laws. The validity, construction and enforcement of this Agreement and all other documents executed with respect to the Indebtedness will be determined to the maximum extent permissible according to the Laws of Tennessee, without reference to principles of conflicts of laws.

9.5 Notices. Any notice or other communication required or permitted by or in connection with this Agreement shall be in writing and shall be made by facsimile (with written confirmation of receipt), or by hand delivery (with written confirmation of receipt), or by nationally recognized overnight delivery service, or by certified mail (return receipt requested, postage prepaid), addressed to the parties at the appropriate address or telecopier number set forth below or at such other address or telecopier number as may be hereafter specified by written notice by the parties to each other. Notice shall be considered given as of the earliest of the date of actual receipt, or the date of the facsimile or hand delivery, one (1) calendar day after delivery to an overnight delivery service, or three (3) calendar days after the date of mailing, independent of the actual date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish that notice was given as provided herein.

If to Lender:

Ingram Book Group Inc.
One Ingram Blvd.
LaVergne, TN 37086
Attention: Chief Financial Officer

w/copy to:

Ingram Book Group Inc.
One Ingram Blvd.
LaVergne, TN 37086
Attention: General Counsel

if to Borrower:

Charles M. Hopkins
Graphic Arts Center Publishing Company
3019 NW Yeon
Portland, OR 97210

w/ copy to:

Timothy J. Conway
1600 Pioneer Tower
888 SW 5th Avenue
Portland, OR 97204

Copies of notices by either party shall be provided to:

Silicon Valley Bank
38 Technology Drive, Suite 150
Irvine, CA 92617
Attn: Diane LeMay
Fax: 949-789-1921

w/ copy to:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

and w/ copy to:

Shelly Crocker
720 Olive Way, Suite 1000
Seattle, WA 98101
Fax: 206-624-9894
Email: Scrocker@crockerkuno.com

9.6 Entire Agreement; Amendment; Waiver. This Agreement, the Note, and the other Transaction Documents, together with all schedules and exhibits hereto and thereto, contain the entire understanding and agreement among the parties hereto and thereto with respect to the subject matter hereof and thereof; and supersede all prior discussions, understandings, and agreements (whether oral or written) between them with respect thereto. This Agreement may not be amended or modified, and no provision hereof may be waived, without the prior written consent of Borrower and Lender (except as otherwise set forth herein). SVB shall be notified of any amendment within fifteen (15) days.

9.7 Binding Effect. This Agreement and the other Transaction Documents shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, except that Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lender. Any prohibited assignment will be null and void.

9.8 No Third-Party Beneficiaries. This Agreement and all of its provisions are for the sole and exclusive benefit of the parties hereto, and nothing contained or referred to in this Agreement shall be deemed to confer upon any Person other than the parties hereto any right (whether legal or equitable), benefit, claim, or remedy, except that SVB is a beneficiary of the notice provisions set forth in Sections 9.5 and 9.6.

9.9 Severability. If any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein, but only to the extent such provision (or part thereof) is invalid, illegal, or unenforceable. Furthermore, there shall be automatically substituted herein for such valid, illegal or unenforceable provision, a provision as similar thereto as possible which is valid, legal and enforceable.

9.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9.11 Further Assurances. Each of the parties hereto agrees to furnish such information, to do all acts and things, and to execute and deliver such agreements, documents, certificates, and instruments as shall from time to time be reasonably required to effectuate the terms and provisions of this Agreement.

9.12 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and will not be construed as defining, limiting, extending, or describing the scope of this Agreement, any section hereof, or the intent of any provision hereof.

9.13 Time is of the Essence. Time is of the essence with regard to each and every provision of this Agreement. If any payment date under the Indebtedness falls on a day that is not a business day for Lender, or if the last day of any notice period falls on such a day, the payment will be due and the notice period will end on Lender's next following business day.

9.14 Borrower's Waivers. To the maximum extent permitted by applicable Laws, Borrower:

(a) waives: notice and opportunity to be heard, after acceleration in the manner provided in Section 8.2, before exercise by Lender of the remedies of self-help, set-off, or of other summary procedures permitted by any applicable Laws or by any agreement with Borrower, and, except where required hereby or by any applicable Laws, notice of any other action taken by Lender;

(b) releases Lender and its officers, directors, attorneys, employees, and agents from all claims for loss or damage caused by any act or omission on the part of any of them except for gross negligence, recklessness or willful misconduct; and

(c) waives the defense of impairment of recourse and any requirement of diligence on Lender's part in collecting the Indebtedness.

9.15 Maximum Allowable Interest. The Note and this Agreement are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity of the Indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or detention of the money advanced or to be advanced hereunder exceed the highest lawful rate permissible under the laws of the State of Tennessee as applicable to the Borrower. If, from any circumstances whatsoever, fulfillment of any provision of the Note, this Agreement or of any of the other Transaction Documents shall, at the time performance of such provisions shall be due, involve the payment of interest in excess of that authorized by Law, the obligation to be fulfilled shall be reduced to the limit so authorized by Law, and if, from any circumstances, Lender shall ever receive as interest an amount which would exceed the highest lawful rate applicable to the Borrower, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Indebtedness evidenced hereby and not to the payment of interest.

9.16 Jurisdiction; Venue. Borrower hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Lender may be a party and which concerns this Agreement or the Indebtedness. It is further agreed that venue for any such action will lie exclusively with courts sitting in Davidson County, Tennessee, unless Lender agrees to the contrary in writing.

9.17 No Marshalling of Assets; Lender Releases. Lender may proceed against collateral securing the Indebtedness and against parties liable therefor in such order as it may elect, and neither Borrower nor any surety or guarantor for Borrower will be entitled to require Lender to marshal assets.

The benefit of any rule of law or equity to the contrary is hereby expressly waived. Lender may, in its sole discretion, release any collateral securing the Indebtedness or release any party liable therefor.

9.18 WAIVER OF JURY TRIAL. LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, THE COLLATERAL OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT CONTEMPLATED HEREBY OR DELIVERED IN CONNECTION HEREWITH AND AGREE THAT ANY SUCH DISPUTE WILL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on their behalf by their duly authorized officers, on the date first set out above.

BORROWER:

Graphic Arts Center Publishing Company,
an Oregon corporation

By: Charles M. Hopkins

Name: CHARLES M. HOPKINS

Title: PRESIDENT

LENDER:

Ingram Book Group Inc.,
a Tennessee corporation

By: [Signature]

Name: FA KERRIGAN

Title: CFD

1 Below is an Order of the Court.

2

3

4

5

6


TRISH M. BROWN
U.S. Bankruptcy Judge

7

8

9

IN THE UNITED STATES BANKRUPTCY COURT

10

FOR THE DISTRICT OF OREGON

11

In re

12

**GRAPHIC ARTS CENTER
PUBLISHING COMPANY,**

No. 09-39457-tmb7

13

14

Debtor.

**ORDER GRANTING INGRAM BOOK
GROUP'S MOTION FOR RELIEF FROM
STAY, AND OTHER RELIEF**

15

16

17

The Motion for Relief from Stay filed by Ingram Book Group Inc. ("Ingram") came on for expedited hearing at 11:30 a.m. on December 22, 2009, before the Hon. Trish M. Brown.

18

19

Alex Poust, Schwabe Williamson & Wyatt, PC, appeared for Ingram. Jennifer Dumas, Crocker

20

Kuno, PLLC, appeared for Silicon Valley Bank. Richard Baroway, Garvey Schubert Barer,

21

appeared for Accordion Investments IV, LLC, and Mike Hopkins appeared as a former officer of

22

Debtor. The Court, having reviewed the records and files herein, having heard the arguments of

23

all parties present, and being otherwise fully advised, now, therefore,

24

IT IS HEREBY ORDERED as follows:

25

1. Ingram's Motion for Relief from Stay is granted.

26

2. Ingram may immediately exercise all of its rights and remedies under applicable

1 nonbankruptcy law in and against the collateral described in the attached Exhibit "A."

2 3. The 14-day stay provided by Fed. Rule of Bankr. Proc. 4001(a) is waived.

3 4. Nothing in this Order is intended to adjudicate the validity, extent or priority of
4 Ingram's security interest or the secured claims of any other creditor in the debtor's assets.

5 5. This Order shall be effective as of December 22, 2009, notwithstanding the actual
6 date that this Order is signed and entered by the Court.

7 6. Ingram represents that counsel for Silicon Valley Bank and Accordion
8 Investments IV, LLC, have reviewed and approved this form of order.

9 # # #

10
11 Presented by:

12
13 SCHWABE, WILLIAMSON & WYATT, P.C.
14

15 By: /s/ Alex I. Poust
16 Alex I. Poust, OSB #925155
17 apoust@schwabe.com
18 Facsimile: 503.796.2900
19 Of Attorneys for Ingram Book Group Inc.
20
21
22
23
24
25
26

EXHIBIT A

Debtor hereby collaterally assigns to Secured Party all of its right, title and interest in and to, and grants Secured Party a first priority lien upon and security interest in, all of the assets of Debtor, including without limitation the following, wherever located, whether now owned or in existence or hereafter acquired or arising, together with all substitutions, replacements, improvements, accessions or appurtenances thereto, and proceeds (including, without limitation; insurance proceeds) thereof:

All Goods;

Accounts including, without limitation, Receivables;

Cash;

Chattel Paper (whether tangible or electronic);

Commercial Tort Claims;

Contract Rights or Rights to payment of money;

Deposit Accounts;

Documents;

Equipment;

Fixtures;

Franchise Agreements;

General Intangibles;

Instruments (including any promissory notes);

Inventory;

Investment Property;

Leases;

Letters of Credit Rights (whether or not the letter of credit is evidenced by a writing);

License Agreements;

Promissory Notes;

Securities;

Supporting Obligations and Financial Assets, whether now owned or hereafter acquired, wherever located;

All Books and Records pertaining to the foregoing; any other personal property, whether tangible or intangible, now owned or existing or hereafter acquired by Debtor or arising in favor of Debtor; and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

006453\00005\736835 V001

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of December, 2009, the foregoing **ORDER GRANTING INGRAM BOOK GROUP'S MOTION FOR RELIEF FROM STAY, AND OTHER RELIEF** was served electronically via ECF on:

Shelly Crocker on behalf of Silicon Valley Bank
scrocker@crockerkuno.com, thao@crockerkuno.com; nancy@crockerkuno.com; jdumas@crockerkuno.com

Rodolfo A. Camacho, Chapter 7 Trustee
rudy.camacho@gmail.com, tippy@teleport.com; OR16@ccfcbis.com; lawknut@comcast.net

Jennifer L. Dumas on behalf of Silicon Bank
jdumas@crockerkuno.com, nancy@crockerkuno.com

Thomas K. Hooper on behalf of the Housing Authority of the City of Santa Barbara
bmail@hooplaw.com; csayles@hooplaw.com

Jeannette Thomas on behalf of Debtor
JThomas@perkinscoie.com, etherrien@perkinscoie.com; docketport@perkinscoie.com

Richard Baroway on behalf of Accordion Investments IV, LLC
rbaroway@gsblaw.com

And via facsimile or email:

Jennifer L. Dumas (via facsimile)
CROCKER KUNO PLLC
720 Olive Way
Suite 1000
Seattle, WA 98101

Jeanette L. Thomas (via facsimile)
Perkins Coie LLP
1120 NW Couch St. 10th Floor
Portland, OR 97209-4128

Charles M. Hopkins (via email)
44850 Tide Avenue
Arch Cape, OR 97102

Rodolfo A. Camacho (via facsimile)
POB 13897
Salem, OR 97309

1 Richard Baroway (via facsimile)
2 Garvey Schubert Barer
3 Bank of America Financial Center
4 121 SW Morrison Street
5 11th Floor
6 Portland, OR 97204-3141

7
8
9 And via first class mail on:

10 Douglas Pfeiffer
11 3019 NW Yeon
12 Portland, OR 97210

13
14
15
16
17
18
19
20
21
22
23
24
25
26
/s/ Alex Poust
Alex Poust