

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Campus Book Rentals, Inc.		12/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One U.S. Bank Plaza, 7th & Washington		
Internal Address:	SL-MO-T7CP		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4831786	CASH AND KEEP	
Serial Number:	86559570	HERO	
Registration Number:	4535880	SIDEWALK	
Registration Number:	4334691	CAMPUS BOOK RENTALS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan P. Everist		
SIGNATURE:	/Evan P. Everist/		
DATE SIGNED:	12/08/2016		
Total Attachments: 4			

OP \$115.00 4831786

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of [12 / 2] 2016, by and from Campus Book Rentals, Inc., a Delaware corporation (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

WHEREAS, the Grantor and the Secured Party entered into the following documents, pursuant to which the Secured Party agreed to extend to the Grantor certain credit accommodations: (a) that certain Loan Agreement dated September 30, 2013, as amended by the First Amendment to Loan Agreement dated October 8, 2014, as further amended by the Second Amendment to Loan Agreement dated September 30, 2015, as further amended by the Third Amendment to Loan Agreement dated March 31, 2016 (as the same may hereafter be further amended, supplemented, extended, restated or otherwise modified from time to time, collectively the "2013 Loan Agreement"); (b) that certain Loan Agreement dated December 23, 2014 (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, collectively the "2014 Loan Agreement"); and (c) that certain Loan Agreement dated March 31, 2016 (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, collectively the "2016 Loan Agreement");

WHEREAS, the Grantor granted security interests to the Secured Party under (a) that certain Security Agreement dated September 30, 2013 (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, collectively the "2013 Security Agreement"); (b) that certain Security Agreement dated December 23, 2014 (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, collectively the "2014 Security Agreement"); and (c) that certain Security Agreement dated March 31, 2016 (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, collectively the "2016 Security Agreement");

WHEREAS, Alan C. Martin (the "Guarantor") provided (a) that certain Continuing and Unconditional Guaranty dated September 30, 2013 (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, collectively the "2013 Guaranty") to the Secured Party with respect to the 2013 Loan Agreement; (b) that certain Continuing and Unconditional Guaranty dated December 23, 2014 (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, collectively the "2014 Guaranty") to the Secured Party with respect to the 2014 Loan Agreement; and (c) that certain Continuing and Unconditional Guaranty dated March 31, 2016 (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, collectively the "2016 Guaranty");

WHEREAS, the Grantor owns the trademarks listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interests granted to the Secured Party under the 2013 Security Agreement, the 2014 Security Agreement, and the 2016 Security Agreement (collectively, the "Security Agreements"). The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreements and the other loan documents related thereto, all terms and provisions of which are incorporated herein

by reference. If any provision of this Confirmatory Grant are deemed to conflict with the Security Agreements, the provisions of the Security Agreements shall govern.

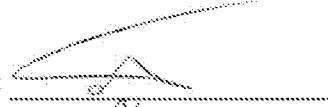
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. This Confirmatory Grant is made to secure the performance and payment of (i) all the obligations and liabilities described in the 2013 Loan Agreement, the 2014 Loan Agreement, and the 2016 Loan Agreement (collectively, the "Loan Agreements"); and (ii) all of the obligations and liabilities of the Guarantor under the 2013 Guaranty, the 2014 Guaranty, and the 2016 Guaranty (all of such obligations being collectively referred to herein as the "Obligations"). Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
2. The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A, and all of the trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor.
3. Unless and until an event of default occurs and is continuing under the Loan Agreements, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.
4. Notwithstanding the foregoing, this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

CAMPUS BOOK RENTALS, INC.

By: 
Name: Alan Martin
Its: CEO

Grantor's address:
Campus Book Rentals, Inc.
2805 S. 2025 West
West Haven, UT 84401
Attention: Scott Klossner

Secured Party's address:
U.S. Bank National Association
SL-MO-T7CP
One U.S. Bank Plaza
7th & Washington
St. Louis, MO 63101
Attention: Timothy N. Scheer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
CASH AND KEEP	Registered	App 86559382	App 10-MAR-2015	Reg 4831786	Reg 13-OCT-2015
HERO	Pending	App 86559570	App 10-MAR-2015	N/A	N/A
SIDEWALK	Registered	App 85887986	App 27-MAR-2013	Reg 4535880	Reg 27-MAY-2014
CAMPUS BOOK RENTALS	Registered Section 2(F)	App 85734829	App 21-SEP-2012	Reg 4334691	Reg 14-MAY-2013
YOUR TEXTBOOK ALTERNATIVE	Cancelled Cancellation Section: 8	App 77439222	App 03-APR-2008	Reg 3527342	Reg 04-NOV-2008