

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest in Patent Rights - First Lien
CONVEYING PARTY DATA	
Name	Execution Date
Nebraska Book Company, Inc.	10/02/2009
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent and Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11840603
Application Number:	11796678
Application Number:	12132354
Application Number:	12367837
Application Number:	12548846
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7976
Email:	ksolomon@stblaw.com
Correspondent Name:	Mindy M. Lok, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/0556
NAME OF SUBMITTER:	Mindy M. Lok

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Total Attachments: 7

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AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of October 2, 2009 is made by Nebraska Book Company, Inc., a Kansas corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as collateral agent and administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, as further amended and restated as of March 4, 2004 and as of October 2, 2009 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NBC Holdings Corp. ("SuperHoldings"), NBC Acquisition Corp. ("Holdings"), the Borrower, the Lenders, the Administrative Agent, the other agents party thereto and the other Secured Parties (as defined in the Amended and Restated Guarantee and Collateral Agreement, as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, SuperHoldings, Holdings and each other signatory party thereto have executed and delivered a First Lien Amended and Restated Guarantee and Collateral Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, as further amended and restated as of March 4, 2004 (the "Existing Guarantee and Collateral Agreement") and as further amended and restated as of October 2, 2009 (as so amended and as further amended from time to time, the "Amended and Restated Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Existing Guarantee and Collateral Agreement, the Borrower entered into a Grant of Security Interest in Patent Rights agreement, dated January 29, 2009 (the "Existing Agreement") in favor of the Administrative Agent;

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, the Borrower has pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of the Amended and Restated Guarantee and Collateral Agreement and this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the

Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Amended and Restated Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement), the Patents now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto), to secure payment and performance of the Borrower's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the ratable benefit of the Secured Parties in connection with the Amended and Restated Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Amended and Restated Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Amended and Restated Guarantee and Collateral Agreement, the terms of the Amended and Restated Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NEBRASKA BOOK COMPANY, INC.

By: 

Name: Barry S. Major

Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name:


Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NEBRASKA BOOK COMPANY, INC.

By: _____
Name: Barry S. Major
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Eric H. Pratt
Title: Vice President

[Signature Page - Grant of Security Interest in Patent Rights]

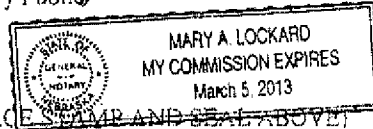
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STATE OF Nebraska)
) ss
 COUNTY OF LANCASTER)

On the 30 day of Sept., 2009, before me personally came Barry Major, who is personally known to me to be the President of Nebraska Book Company, Inc., a Kansas corporation; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

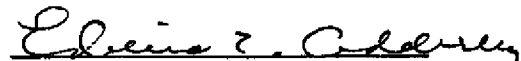
Mary A. Lockard
 Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
COUNTY OF New York) ss

Eric Pratt On the 1st day of October, 2009, before me personally came
_____, who is personally known to me to be the Vice President
of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn,
did depose and say that she/he is the Vice President in such corporation, the
corporation described herein and which executed the foregoing instrument; that she/he
executed and delivered said instrument pursuant to authority given by the Board of
Directors of such corporation; and that she/he acknowledged said instrument to be the
free act and deed of said corporation.


Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 91AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Patent Applications

<u>Patent</u>	<u>Patent or Application Number</u>
Digital Delivery System and Method	App. No. 11/840,603
Hierarchical Referral System	App. No. 11/796,678
Automatic Item – Purchasing and Consolidation System	App. No. 12/132,354
Mobile Item – Purchasing System	App. No. 12/367,837
Chunked Content Facilitation System and Method	App. No. 12/548,846