

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Nebraska Book Company, Inc.	08/05/2011
<b>RECEIVING PARTY DATA</b>	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin Street
Internal Address:	10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Application Number:	11840603
Patent Number:	7958017
Application Number:	12367837
Application Number:	12548846
Application Number:	13103643
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)862-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128623312
Email:	patrick.lau@kirkland.com
Correspondent Name:	Kirkland & Ellis LLP
Address Line 1:	300 North LaSalle
Address Line 2:	c/o Patrick Lau, Legal Assistant
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	12149-1 PL

CH \$200.00 11840603

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**PATENT  
 REEL: 026741 FRAME: 0441**

NAME OF SUBMITTER:

Patrick Lau

Total Attachments: 5

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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of August 5, 2011 is made by Nebraska Book Company, Inc., a Kansas corporation, with an address of 4700 South 19<sup>th</sup> Street, Lincoln, Nebraska, 68501 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address of 1111 Fannin Street, 10th Floor, Houston, TX 77002, 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 Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 30, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NBC Holdings Corp. as a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code ("SuperHoldings"), NBC Acquisition Corp. as a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code ("Holdings"), Nebraska Book Company, Inc. as a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code ("Borrower"), the Lenders, the Administrative Agent, the other agents party thereto and the other Secured Parties (as defined in the Guarantee and Collateral Agreement, as hereinafter defined).

W I T N E S S E T H:

WHEREAS, on June 30, 2011, the Borrower and each Grantor filed voluntary petitions with the Bankruptcy Court initiating the Cases and have continued in the possession of their assets and in the management of their business pursuant to the Bankruptcy Code Section 1107 and 1108;

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 Guarantee and Collateral Agreement, dated as of June 30, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, the parties hereby amend and update Schedule 4.9 to the Guarantee and Collateral Agreement to include the items set forth on Schedule A.2 to this Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor 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 Grantor has duly authorized the execution, delivery and performance of the 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 Grantor 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor 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 the Patents now owned or at any time hereafter acquired by the Grantor or in which the Grantor 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), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

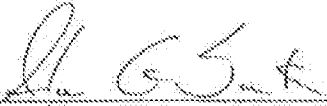
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the ratable benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The 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. Grantor 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 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 Guarantee and Collateral Agreement, the terms of the 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: *Alva G. Siemak*  
Title: *Treasurer*

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:  
Title:

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

By: \_\_\_\_\_  
Name: *BARBARA A. BERRY*  
Title: *EXECUTIVE DIRECTOR*

**SCHEDULE A**

**U.S. Patents and Patent Applications**

<u>Patent</u>	<u>Patent or Application Number</u>
Digital Delivery System and Method	App. No. 11/840,603
Automatic Book Purchasing and Consolidation System	Patent No. 7,958,017
[UNPUBLISHED APPLICATION]	App. No. 12/367,837
[UNPUBLISHED APPLICATION]	App. No. 12/548,846

**Schedule A.2**

**Amended and Updated U.S. Patents and Patent Applications**

<u>Patent</u>	<u>Patent or Application Number</u>
[UNPUBLISHED APPLICATION]	App. No. 13/103,643