

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5062428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NEBRASKA BOOK COMPANY, INC.	07/23/2018
RECEIVING PARTY DATA	
Name:	CALLIDUS CAPITAL CORPORATION
Street Address:	181 BAY STREET
Internal Address:	SUITE 4620
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5J 2T3
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7958017
Patent Number:	8234178
Patent Number:	8433624
Patent Number:	9076169
Application Number:	29651051
CORRESPONDENCE DATA	
Fax Number:	
<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:	3128637141
Email:	kristen.lange@goldbergkohn.com
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 E.MONROE, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7826.001
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	07/23/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	

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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 23rd day of July, 2018, by and between **NEBRASKA BOOK COMPANY, INC.**, a Delaware corporation ("Grantor"), and **CALLIDUS CAPITAL CORPORATION**, an Ontario corporation ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 23, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among NEBRASKA BOOK COMPANY, INC., a Delaware corporation ("NBC"), NBC TEXTBOOKS LLC, a Delaware limited liability company ("NBC Textbooks"; NBC and NBC Textbooks, collectively, the "Borrowers" and each, individually, a "Borrower"), and the other Loan Parties party thereto from time to time, the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant and subject to the terms and conditions thereof; and

WHEREAS, in connection with the Loan Agreement, Lender is requiring Grantor to execute and deliver to Lender this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.5 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the prompt and complete payment and performance when due of all of the Obligations, a continuing security interest and lien (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its patents and patent intellectual property licenses to which it is a party, including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any patent or any patent exclusively licensed under any intellectual property license, including the right to receive

damages, or right to receive license fees, royalties, and other compensation under any patent intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the prompt and complete payment and performance when due of all of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of the other Loan Parties, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding or other case or proceeding under any Debtor Relief Law involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application or other Patent Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new patent rights and other Patent Collateral. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights and other Patent Collateral of the Grantor, in each case, without any notice to, or further action by, Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Patent Collateral or other Collateral, whether or not listed on Schedule I.

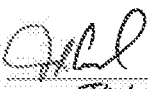
6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11.6 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows]

GRANTOR:

NEBRASKA BOOK COMPANY, INC., a Delaware
corporation

By: 
Name: JAY E AMOND
Title: CEO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

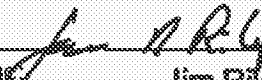
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LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

CALLIDUS CAPITAL CORPORATION, an Ontario
corporation

By: 
Name: David Reese
Title: President & Chief Operating Officer

By: 
Name: Jim Riley
Title: Secretary & Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Nebraska Cook Company, Inc.	United States	Automatic book purchasing and consolidation method	7958017	6/3/2008
Nebraska Cook Company, Inc.	United States	Automatic item-purchasing and consolidation system	8234178	5/9/2011
Nebraska Cook Company, Inc.	United States	Mobile item-purchasing system	8433624	2/9/2009
Nebraska Cook Company, Inc.	United States	Digital delivery system and method	9076169	8/17/2007
Nebraska Cook Company, Inc.	United States	Retail Counter	29/651051	11/8/2017

Patent Licenses

Non-Exclusive Patent and Trademark License Agreement dated as of May 1, 2018, by and between Nebraska Book Company, Inc. and Prism RBS.