

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5695566

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEBRASKA BOOK COMPANY, INC.	08/28/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MAST OC I MASTER FUND L.P.
<b>Street Address:</b>	C/O MAST CAPITAL MANAGEMENT, LLC
<b>Internal Address:</b>	200 CLARENDON STREET, 51ST FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9076169
Patent Number:	7958017
Patent Number:	8433624
Patent Number:	8234178
Application Number:	29651051
<b>CORRESPONDENCE DATA</b>	
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<b>Correspondent Name:</b>	ARVID VON TAUBE, ESQ.
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<b>ATTORNEY DOCKET NUMBER:</b>	068109.0002
<b>NAME OF SUBMITTER:</b>	ARVID VON TAUBE
<b>SIGNATURE:</b>	/Arvid von Taube/
<b>DATE SIGNED:</b>	08/30/2019

**Total Attachments: 3**

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## GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "**Patent Security Agreement**") is made as of August 28, 2019, by NEBRASKA BOOK COMPANY, INC., a Delaware corporation ("**Grantor**"), in favor of MAST OC I MASTER FUND L.P., in its capacity as a lender and agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "**Grantee**").

**WHEREAS**, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "**Patents**");

**WHEREAS**, the Grantor has entered into a Term Loan Credit and Security Agreement, dated November 13, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "**Security Agreement**"), in favor of Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

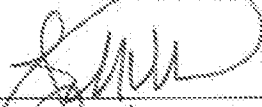
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

NEBRASKA BOOK COMPANY, INC.

By:   
Name: Brian Miller  
Title: CEO

SCHEDULE A TO PATENT SECURITY AGREEMENT

<b>Application No./ Publication or Patent No.</b>	<b>Filing Date/ Publication or Issue Date</b>	<b>Title</b>	<b>Current Owner</b>	<b>Status</b>
11/840603 Registered Patent # 9,076,169	7/7/2015	Digital delivery system and method	Nebraska Book Company, Inc.	Registered
12/132354 Registered Patent # 7,958,017	6/7/2011	Automatic book purchasing and consolidation method	Nebraska Book Company, Inc.	Registered
12/367837 Registered Patent # 8,433,624	4/13/2013	Mobile item- purchasing system	Nebraska Book Company, Inc.	Registered
13/103643 Registered Patent # 8,234,178	7/31/2012	Automatic Item- Purchasing and Consolidation System	Nebraska Book Company, Inc.	Registered
29/651051		Retail Counter (design)	Nebraska Book Company, Inc.	Pending