

07-24-2003

7-23-03



102505108 ONLY

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7-23-03 BOT Financial Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: 6/23/94

2. Name and address of receiving party(ies) Name: Baker & Taylor, Inc. Internal Address: 5 Lake Pointe Plaza, Suite 500

Street Address: 2709 Water Ridge Parkway

City: Charlotte State: NC Zip: 28217

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) See Schedule A (attached) for continuation of Block 4.B

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Renee Prescan

Internal Address: Kirkland & Ellis LLP

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 22-0440 (and for any additional fees and/or credits)

DO NOT USE THIS SPACE

9. Signature.

GARY RAUTEUSTRAUCH Name of Person Signing

[Signature] Signature

July 17, 2003 Date

Total number of pages including cover sheet, attachments, and document: 10

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002784 FRAME: 0112

SCHEDULE A**TRADEMARK REGISTRATIONS**

Mark	Registration No.	Reg. Date
ACQUIRE	1,500,012	8/9/88
B&T LINK	1,670,916	12/31/91
B&T MARC	1,852,716	9/6/94
BAKER&TAYLOR	1,131,530	2/26/80
BATAPHONE	1,308,295	12/4/84
BATASYSTEMS	1,330,009	4/9/85
BOOK ALERT	1,546,395	7/4/89
BOOKFINDER	1,134,490	5/6/80
FORECAST	1,546,394	7/4/89
HOT PICKS	1,542,512	6/6/89
LIBRIS	1,131,988	3/11/80
MUSICFINDER	1,652,544	7/30/91
SOUND VIDEO UNLIMITED	1,263,274	1/3/84
STEPS	1,653,849	8/13/91
VIDEO FINDER	1,898,856	6/13/95

AGREEMENT

This AGREEMENT is entered into as of June 23, 1994, by and between BAKER & TAYLOR, INC., a Delaware corporation (the "Borrower") and BOT FINANCIAL CORPORATION, a Delaware corporation (the "Lender"). Unless otherwise defined herein, capitalized terms used herein that are defined in or by reference to the Credit Agreement (as hereinafter defined) shall have the same meanings herein as therein.

WHEREAS, the Borrower and the Lender entered into a Revolving Credit Agreement dated as of November 19, 1993, which since its execution and prior to the date hereof has been modified and amended by the parties hereto, including, without limitation, by a First Amendment dated February 9, 1994 (as executed and as so modified and amended, the "Credit Agreement"); and

WHEREAS, to secure the Obligations, the Borrower granted to the Lender liens on and security interests in the Collateral; and

WHEREAS, the Borrower has advised the Lender that it wants to pay in full and satisfy all of the Obligations, terminate the Commitment and terminate the Credit Agreement and all of the other Loan Documents and any other agreements pursuant to which any of the Loan Parties or any of the Subsidiaries of the Borrower were obligated or liable to the Lender with respect to the Obligations or the Collateral (collectively, the "Other Agreements") in their entirety and, subject to such payment and termination, the Lender is agreeing to terminate the Commitment, the Credit Agreement and all of the other Loan Documents and Other Agreements in their entirety and to release any and all of its interests in the Collateral;

NOW, THEREFORE, in consideration of the premises, the provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree as follows:

1. The Lender acknowledges receipt in immediately available and freely transferable funds, sent to it in accordance with the instructions previously given by the Lender to the Borrower, of \$22,780.10 in full payment of all accrued and outstanding Obligations). The said amount consists of the following:

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(a) \$4,583.33 as payment in full of the commitment fee referred to in Section 2.5.3 of the Credit Agreement accrued and unpaid through and including the date hereof;

(b) \$13,196.77 as payment of (i) the Lender's costs and expenses (including fees and expenses of counsel for the Lender) in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby in an amount equal to \$5,837.31 and (ii) fees and expenses of counsel for the Lender in connection with services previously provided in connection with the Credit Agreement and the other Loan Documents and not paid in an amount equal to \$7,359.46;

(c) In addition to the amount referred to in Paragraph 1(b) above, a reserve of \$5,000 to be used and applied by the Lender in its reasonable discretion to discharge the Borrower's obligations under the Loan Documents and hereunder, the unused portion of which, if any, shall be returned by the Lender to the Borrower on or prior to three (3) months from the date hereof.

2. Each of the Borrower and the Lender acknowledges and agrees that no reduction premium shall be due and payable by the Borrower pursuant to Section 2.2.3 of the Credit Agreement in connection with the termination of the Commitment pursuant to this Agreement.

3. (a) The Lender hereby releases and discharges any and all security interests, pledges, charges, liens, encumbrances, assignments, financing statements, and any other security granted by the Borrower, its Subsidiaries or any other Loan Party in respect of any of the Collateral to secure any of the Obligations. In furtherance thereof, the Lender is delivering on the date hereof the termination statements and other documents listed on Schedule A, which is attached hereto, and the receipt thereof is hereby acknowledged by the Borrower.

(b) The Lender hereby agrees to acknowledge, certify and deliver any and all such further documents and to undertake such other acts or actions as the Borrower may reasonably request for the purpose of further evidencing, confirming, recording, registering, perfecting or otherwise documenting the aforesaid releases, subject in each case (if sufficient funds are not available in the reserve referred to in Paragraph 1(c) or if the balance of the reserve already has been returned to the Borrower) to the Borrower's prior payment to the Lender in full of the costs and expenses (including reasonable counsel fees and disbursements) of the Lender in connection therewith, it being agreed and understood that such unreserved costs and expenses are not included in the amounts referred to in Paragraph 1 hereof; provided, however, that the Lender shall not be required to take any action that exposes the Lender to personal liability or that

is contrary to this Agreement or applicable law.

(c) The Lender makes no warranty or representation with respect to, and the Lender shall incur no liability with respect to, the value, sufficiency, legality, or validity of the discharge, release or satisfaction of any of the aforesaid security interests, pledges, charges, liens, encumbrances, assignments, financing statements or other security, and, the Borrower acknowledges and agrees that the discharges, releases or satisfactions provided for herein are being made without any representation or warranty of any kind, express or implied, to it or to any other Person; except that the Lender represents and warrants that it has all necessary power to, and that it is authorized to, release and discharge the Collateral and its rights and interests therein and to perform all other obligations undertaken by it herein, and that the person executing this Agreement on its behalf is duly authorized to do so.

4. The Borrower hereby agrees to take all actions, including, without limitation, obtaining any consents from any of its creditors or any other Person, including, without limitation, B&T Finco or the Trust, required in connection with the Borrower's execution, delivery and performance of this Agreement and the Borrower hereby represents and warrants to the Lender that all such required actions have been taken by it on or prior to the date hereof.

5. Each of the Borrower and the Lender hereby agrees that any and all commitments, obligations and responsibilities of the Lender under the Credit Agreement, the other Loan Documents and the Other Agreements are hereby terminated and released in their entirety.

6. Except with respect to Sections 10.1 and 10.2 of the Credit Agreement, which shall remain in full force and effect, the provisions of the Credit Agreement, the other Loan Documents and the Other Agreements are hereby ended and terminated in their entirety.

7. (a) The Borrower, on behalf of itself, any other Loan Party, its Subsidiaries, its Affiliates, and its successors and assigns, hereby forever releases, discharges and holds harmless each of the Lender and its officers, directors, employees and agents and successors and assigns, if any (the "Lender Releasees") from any and all claims, causes of action, suits, damages, liabilities or rights of any kind, known or unknown, absolute or contingent, determined or speculative, that the Borrower, any other Loan Party, any of the Borrower's Subsidiaries, any of its Affiliates, or any of their respective successors or assigns, may have had, have now or in the future may have against the Lender Releasees in connection with or in any way relating to the Credit Agreement, any other Loan Document or any of the Other Agreements or in respect of their rights in or under any such document, or efforts to obtain repayment of any

of the Obligations, other than the Lender's obligations and liabilities under or in respect of this Agreement and the transactions contemplated by this Agreement, all of which, it is expressly agreed, are expressly not released.

(b) The Lender, on behalf of itself, its Affiliates, and its successors and assigns, hereby forever releases and discharges each of the Borrower, any other Loan Party and its Subsidiaries and their respective officers, directors, employees and agents and successors and assigns, if any (the "Borrower Releasees") from any and all claims, causes of action, suits, damages, liabilities or rights of any kind, known or unknown, absolute or contingent, determined or speculative, that the Lender, any of its Affiliates, or any of their respective successors or assigns, may have had, have now or in the future may have against the Borrower Releasees in connection with or in any way relating to the Credit Agreement, any other Loan Document or any of the Other Agreements or in respect of their rights in or under any such document, other than the Borrower's obligations and liabilities under or in respect of (i) the provisions of the Credit Agreement that pursuant to this Agreement are to survive the transactions contemplated by this Agreement and (ii) this Agreement and the transactions contemplated by this Agreement, all of which, it is expressly agreed, are expressly not released.


8. The Borrower hereby acknowledges receipt from the Lender of (a) the Note and (b) the Collateral listed on Schedule B which is attached hereto and hereby made a part hereof that has been held by the Lender to further secure the Obligations.

9. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart signed by each of the parties hereto.

10. This Agreement is intended to take effect as a sealed instrument. This Agreement shall be governed by and construed in accordance with the laws (other than rules relating to conflict or choice of law) of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereto duly authorized, as of the date first above written.

BAKER & TAYLOR, INC.

By: 
Title: SR VP + CFO

BOT FINANCIAL CORPORATION

By: Keseth, Alan Hewitt
Title: Vice President

SCHEDULE A

TERMINATION STATEMENTS AND OTHER DOCUMENTS

1. UCC-3 termination statements executed by the Lender in respect of the following UCC-1's previously filed by the Lender:

BAKER & TAYLOR, INC., Debtor

Arizona Sec. of St.	765847
Maricopa Co., AZ	93-0811153
Calif., Sec. of St.	93233350
Los Angeles Co, CA	93-2275313
Ventura Co., CA	93-224209
Colorado Sec. of St.	932083950
Denver Co., CO	9300159405
Conn. Sec. of St.	1035901
Stamford (Town), CT	V4144,P162
Florida Sec. of St.	93236697
Dade Co., FL	93R578107
Orange Co., FL	B4657E2179
Gwinnett Co., GA	93-8423
Jackson Co., GA	93-0878
Illinois Sec. of St.	3190793
Cook Co., IL	93U17779
Kankakee Co., IL	93 10 70
Mass. Sec. of St.	198340
Canton (Town), MA	5128
Nevada Sec. of St.	93-12061
Washoe Co., NV	1734082
New Jersey Sec. of St.	1540631
Somerset Co., NJ	36257
New York Sec. of St.	241796
NY City Reg., NY	93PN56762
N. Carolina Sec of St.	052371
Mecklenburg Co., NC	16043
Oregon Sec. of St.	R81036
Penna. Sec. of St.	22591682
Allegheny Co., PA	7664-93
Texas Sec. of St.	219808
Dallas Co., TX	5093

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BAKER & TAYLOR HOLDINGS, INC., Debtor

[REDACTED]	
Connecticut Sec. of St.	1035902
Stamford (Town), CT	V4144, P167
N. Carolina Sec. of St.	052372
Mecklenburg Co., NC	16042

2. Letter to landlords advising them of the termination of the Credit Agreement and the other Loan Documents;
3. Letter to Citibank advising it of the termination of the Credit Agreement and the other Loan Documents and certain related matters;
4. Letter to B&T Finco and the Trustee advising them of the termination of the Credit Agreement and the other Loan Documents and certain related matters;
5. Termination of Certificate of Recordation of Security Interest in Copyrights registered with the U.S. Copyright Office (pursuant to section 304); and
6. Memorandum of Termination of Security Interest in Copyrights.

SCHEDULE B

PLEGGED COLLATERAL

1. Stock certificate number 2 evidencing 1,000 shares of common stock, par value \$.01 per share, of the Borrower and related Assignment Separate From Certificate;
2. Stock certificate number 1 evidencing 1,000 shares of common stock, par value \$.01 per share, of B&T Finco and related Assignment Separate From Certificate;
3. Stock certificate number C-2 evidencing 1,000 shares of common stock, par value \$.01 per share, of 968689 Ontario Inc. and related Assignment Separate From Certificate;
4. Stock certificate number 1 evidencing 1,000 shares of common stock, par value \$.01 per share, of BTI, Ltd. and related Assignment Separate From Certificate; and
5. B&T Finco Note, endorsed without recourse to the Borrower.

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