

07-24-2003

7-23-03

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Citibank, N.A., as Agent and Collateral Agent

7-23-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

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: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

- 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 RAUTENSTRAUCH

Name of Person Signing

Signature

July 17, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

07/24/2003 LHWELLER 00000105 1500012

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

01 FC:8521  
02 FC:8522

40.00 OP  
325.00 OP

TRADEMARK  
REEL: 002784 FRAME: 0285

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Reg. Date</b>
ACQUIRE	1,500,012	8/9/88
B&T LINK	1,670,916	12/31/91
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

ACKNOWLEDGEMENT OF RECEIPT OF PAYMENT  
CITIBANK, N.A.

Citibank, N.A. ("Citibank") hereby acknowledges that it has received the payment described in paragraph (a) of that certain Release Agreement, dated as of even date herewith, by Citibank and Baker & Taylor, Inc. (the "Release Agreement") and is bound to comply with the terms of the Release Agreement, including but not limited to subparagraphs (i) through (v).

EXECUTED AND EFFECTIVE, as of the 19th day of November, 1993.

CITIBANK, N.A. as Agent and Collateral Agent under the Credit Agreement and the other Loan Documents referred to in the Release Agreement referred to above.

By: 

Name: John Podkowsky

Title: Vice President



November 19, 1993

Release Agreement

Ladies and Gentlemen:

We refer to that certain Credit Agreement dated as of March 20, 1992, as heretofore amended (the "Credit Agreement"), among Baker & Taylor, Inc. (the "Company"), the Lenders referred to therein and Citibank, N.A. ("Citibank"), as Agent. Terms defined in the Credit Agreement are used in this letter agreement with the same meanings.

The undersigned, as Agent and Collateral Agent under and for purposes of the Credit Agreement and the other Loan Documents, hereby:

(a) acknowledges and agrees that, upon the payment of \$ 48,655,494.27 to Citibank Concentration Account no. 3885-8061 at Citibank N.A. (for the account of the Agent and the Lenders), the payment of \$9,500.00 to account no. 09280096 at Citibank N.A. (Private Bank, ABA 021000089) (for the account of Shearman & Sterling general I account), and surrender to the undersigned of the Letters of Credit listed on Schedule I hereto, then:

(i) the Agent, on behalf of the Lenders, the Hedge Bank and the Cash Manager referred to in the Security Agreement, will have received full payment of all Obligations which are due and payable or outstanding or accrued as of the date hereof under the Credit Agreement, the Working Capital Notes and the other Loan Documents (other than amounts accrued but not yet payable under the Interest Rate and Currency Exchange Agreement dated as of May 13, 1992 between Citibank and the Company and the Confirmation of Interest Rate Swap Transaction dated May 15, 1992 entered into thereunder (collectively, together with any Confirmation hereafter entered into under such Agreement, the "Hedge Agreement")):

(ii) as requested by the Company, the Commitments and all other obligations of the Lenders to the Company under the Credit Agreement and the other Loan Documents (other than the obligations of Citibank under the Hedge Agreement) will be terminated and have no further force or effect, without any further action by the Company, the Lenders, the Agent or any other Person;

(iii) all security interests of the undersigned under the Credit Agreement, the Holdings Guaranty, the Security Agreement, the Trademark Security Agreement, the Holdings Pledge Agreement, the Lockbox and Blocked Account Letters referred to in the Security Agreement, each Letter of Credit Agreement, the Hedge Agreement and the other Loan Documents will be terminated and released automatically and without any further action by the undersigned or any other Person (but without limiting the obligations of the undersigned under clause (b) below);

(iv) each Lender will (or promptly thereafter will) surrender its Working Capital Note to the Company for cancellation; and

(v) the undersigned will return to the secured parties thereunder all Uniform Commercial Code financing termination statements (Forms UCC-3) or other, similar instruments theretofore delivered to the undersigned as referred to in clause (ii) of section IV of the Letter Agreement and Consent dated November 12, 1993 among the parties to the Credit Agreement;

(b) agrees that, upon the request and at the expense of the Company, the undersigned will execute and deliver such further documents as the Company may reasonably request to evidence the termination of the security interests referred to in clause (a) (iii) above; and, without limiting the foregoing, at the time of such termination in accordance with clause (a) above, the undersigned will deliver to the Company or its designee signed counterparts of (i) agreements, submitted by the Company or its counsel and in form and substance reasonably satisfactory to the undersigned, with respect to the termination, modification, assignment or transfer of the Lockbox and Blocked Account Letters referred to in the Security Agreement, and (ii) Uniform Commercial Code Termination statements (Form UCC-3), or other, similar instruments, submitted by the Company or its counsel, with respect to any Uniform Commercial Code financing statements or similar instruments filed in connection with such security interests; and

(c) represents and confirms that the undersigned is authorized to execute and deliver this letter agreement on behalf of itself, the Lenders, the Hedge Bank and the Cash Manager referred to in the Security Agreement.

Please Acknowledge your agreement to the foregoing by signing the enclosed copy of this letter agreement and returning a fully executed copy to the undersigned.

Very truly yours,

**CITIBANK, N.A., as Agent and  
Collateral Agent under the  
Credit Agreement and the other  
Loan Documents referred to above**

By:



Title:

Vice President

Agreed:

**BAKER & TAYLOR, INC.**

By:



Title:

James V. H. President

**SCHEDULE I  
to Release Agreement**

**Letters of Credit**

None.

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