

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baker & Taylor, Inc.		05/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Stamford, Connecticut Branch of a Swiss Financial Institution:

Name:	Bank of America, N.A.
Street Address:	200 Glastonbury Boulevard
City:	Glastonbury
State/Country:	CONNECTICUT
Postal Code:	06033
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76519532	AMS. THE BEST COMPANY YOU'LL NEVER SEE.
Serial Number:	78851112	BATHROOM READER
Serial Number:	78851137	BATHROOM READERS' INSTITUTE
Serial Number:	78904282	BLUEFIN
Serial Number:	76654252	PAGES
Serial Number:	78898357	PARFAIT PRESS
Serial Number:	78899143	PARFAIT PRESS
Serial Number:	78898265	PORTABLE PRESS

CH \$340.00 76519532

Serial Number:	78899175	PORTABLE PRESS
Serial Number:	78901054	SILVER DOLPHIN
Serial Number:	76654221	THE MAGAZINE FOR PEOPLE WHO LOVE BOOKS
Serial Number:	76427348	THUNDER BAY
Serial Number:	78397403	UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Seth Shelden

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	698510/108
NAME OF SUBMITTER:	Seth Shelden
Signature:	/Seth Shelden/
Date:	02/06/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), (this “**Agreement**”), dated as of May 1, 2007, between each of the undersigned (each, a “**Pledgor**”) and UBS AG, STAMFORD BRANCH and BANK OF AMERICA, N.A., as co-collateral agents (in such capacity, the “**Co-Collateral Agents**”), for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of July 3, 2006 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among BTAC MERGER CORP., a Delaware corporation (the “**Initial Borrower**”), certain subsidiaries of BAKER & TAYLOR ACQUISITIONS CORP. party thereto, BTAC ACQUISITION CORP. (“**Holdings**”), and the other guarantors party thereto (together with Holdings, the “**Guarantors**”), the several banks and other financial institutions or entities from time to time parties thereto (the “**Lenders**”), UBS SECURITIES LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as joint lead arrangers, GOLDMAN SACHS CREDIT PARTNERS L.P., as syndication agent, BANK OF AMERICA, N.A., JPMORGAN CHASE BANK, N.A. and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as co-documentation agents, UBS LOAN FINANCE LLC, as swingline lender, UBS AG, STAMFORD BRANCH (as issuing bank and administrative agent for the Lenders), and the Co-Collateral Agents, the Lenders have severally agreed to make extensions of credit to the Borrowers on the terms set forth therein;

WHEREAS, pursuant to the Security Agreement, dated as of July 3, 2006 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Initial Borrower, the other co-borrowers party thereto (the “**Borrowers**”), the Guarantors, any additional borrowers or guarantors from time to time party thereto, and the Co-Collateral Agents, each Pledgor has pledged and granted to the Co-Collateral Agents for their benefit and for the benefit of the Secured Parties, a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the Pledged Collateral (as defined in the Security Agreement), including, without limitation, the Copyright Collateral (as defined below), in each case wherever located and whether now existing or hereafter arising or acquired from time to time, to secure the payment and performance in full when due of the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, the Pledgors are executing this Agreement in connection with and in furtherance of the interests and purposes of the Security Agreement, the Pledgors are required to execute and deliver this Agreement; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Pledgor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Pledgor hereby pledges and grants to the Co-Collateral Agents for their benefit and for the benefit of the Secured Parties, a lien on and security interest in and to all of the right title and interest of such Pledgor, in to and under the Trademarks and Licenses pertaining to Trademarks (“**Trademark Licenses**”), including the Trademarks and Trademark Licenses listed in Schedule I, in each case wherever located and whether now existing or hereafter arising or acquired from time to time (collectively, the “**Trademark Collateral**”), provided that applications filed in the U.S. Patent and Trademark Office (the “**PTO**”) to register trademarks or service marks on the basis of any Pledgor’s intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) will not be deemed Trademark Collateral unless and until a form evidencing use of the mark in interstate commerce has been filed with the PTO pursuant to 15 U.S.C. § 1060(a), whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the payment and performance in full when due of the Secured Obligations, subject to the terms and conditions of the Security Agreement.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Co-Collateral Agents pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Co-Collateral Agents with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrowers and the Co-Collateral Agents.

Section 6. Termination

Upon the payment and performance in full of all the Secured Obligations, the Co-Collateral Agents shall, at the Pledgors' request, execute, acknowledge and deliver to the Pledgors, at the Pledgors' sole cost and expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

Section 7. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

BAKER & TAYLOR, INC.

By: James C. Melton
Name: James C. Melton
Title: EVP CCFO

[Trademark Security Agreement]

488632

TRADEMARK
REEL: 003714 FRAME: 0115

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. Trademarks

Description	Application / Registration No.	Filing Date
UNITED STATES		
AMS THE BEST COMPANY YOU'LL NEVER SEE	76519532/2873770	June 4, 2003 Registration: August 17, 2004
BATHROOM READER	78851112	March 31, 2006
BATHROOM READERS' INSTITUTE	78851137	March 31, 2006
BLUE FIN	78904282	June 8, 2006
PAGES	76654252	January 30, 2006
PARFAIT PRESS	78898357	June 1, 2006
PARFAIT PRESS	78899143	June 2, 2006
		[Suspended by USPTO as a duplicate of Application 78898357]
PORTABLE PRESS	78898265	June 1, 2006
PORTABLE PRESS	78899175	June 2, 2006
SILVER DOLPHIN	78901054	June 5, 2006
THE MAGAZINE FOR PEOPLE WHO LOVE BOOKS	76654221	January 30, 2006
THUNDER BAY	76427348/2719099	July 5, 2002 Registration: May 27, 2003
UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	78397403/2942006	April 6, 2004 Registration: April 19, 2005
NEW MEXICO		

<u>Description</u>	<u>Application / Registration No.</u>	<u>Filing Date</u>
PUBLISHER OUTLET SERVICE	1850340	
EUROPE		
PORTABLE PRESS		
UNCLE JOHN'S BATHROOM READER		
LAUREL GLEN		
THUNDER BAY		
SILVER DOLPHIN		
CANADA		
PORTABLE PRESS		
UNCLE JOHN'S BATHROOM READER		
BATHROOM READERS' INSTITUTE		
LAUREN GLEN		
SILVER DOLPHIN		
THUNDER BAY		
BATHROOM READER		
AUSTRALIA		
LAUREL GLEN		
THUNDER BAY		
SILVER DOLPHIN		
COMMON LAW		
LAUREL GLEN		
UNCLE JOHN'S BATHROOM READER		
ADVANCED GLOBAL DISTRIBUTION SERVICES		

2. Instituto Mexicano de la Propiedad Industrial holds the following imprint

registrations:

Silver Dolphin
Degustis Numen

3. Domain Names.

advantagebooksonline.com
advmkt.com
advmkt.com.mx
advpubgrp.com
aglco.com
bathroomreader.com
readpages.com
laurelglenbooks.com
pages-magazine.com
pagesforbooklovers.com
portablepress.com
readalot.com
silverdolphinbooks.com
thunderbaybooks.com
unclejohn.com
bluefinglobal.com
bluefintrucking.com
bluefinworldwide.com
gobluefin.com
advmkt.co.uk