

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Baker & Taylor, Inc.		08/01/2011	CORPORATION: DELAWARE
Yankee Book Peddler, Inc.		08/01/2011	CORPORATION: NEW HAMPSHIRE
YBP Library Services, Inc.		08/01/2011	CORPORATION: NEW HAMPSHIRE

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	National Banking Association: SWITZERLAND

<b>Name:</b>	Wells Fargo Capital Finance, LLC
<b>Street Address:</b>	12 East 49th Street
<b>Internal Address:</b>	43rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3846174	BAKER & TAYLOR THE FUTURE DELIVERED
Registration Number:	3846175	BAKER & TAYLOR THE FUTURE DELIVERED
Registration Number:	3806025	INSTANT GENIUS
Registration Number:	3918476	PARFAIT PRESS

900198605

**TRADEMARK**  
 REEL: 004595 FRAME: 0816

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Serial Number:	85306920	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR
Serial Number:	85306922	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR
Serial Number:	85180440	CAMPUSREACH
Serial Number:	85226903	CLS
Serial Number:	85230994	CUSTOMIZED LIBRARY SERVICES
Serial Number:	85180437	CUSTOMREACH
Registration Number:	3979273	TEXTSTREAM
Registration Number:	3912738	UNCLE JOHN'S BATHROOM READER
Registration Number:	3253338	BATHROOM READERS' INSTITUTE
Registration Number:	3610731	PAGES
Registration Number:	3255677	SILVER DOLPHIN
Registration Number:	2719099	THUNDER BAY
Registration Number:	2942006	UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY
Serial Number:	85180442	PAW PRINTS
Serial Number:	85186213	PAW PRINTS
Serial Number:	85265221	THUNDER CLOUD
Serial Number:	77826231	UNCLE JOHN'S AIRPLANE READER

**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: robert.wise@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: 4 Times Square  
Address Line 2: Attn: John Deming  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	698510/108
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	08/02/2011

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 1, 2011, between each of the undersigned (each, a “**Pledgor**”) and UBS AG, STAMFORD BRANCH and WELLS FARGO CAPITAL FINANCE, LLC, as collateral agents (in such capacity, the “**Collateral Agents**”), for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of August 1, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among BAKER & TAYLOR ACQUISITIONS CORP. (“**Baker Acquisitions**”), certain of its subsidiaries as joint and several co-borrowers (the “**Borrowers**”), BTAC ACQUISITION CORP. (“**Holdings**”), a Delaware corporation, and the other guarantors party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the “**Lenders**”), UBS SECURITIES LLC, as sole lead arranger, as sole bookrunner and as syndication agent, UBS LOAN FINANCE LLC, as swingline lender, PNC BANK, NATIONAL ASSOCIATION and THE CIT GROUP/BUSINESS CREDIT, INC., as documentation agents and the 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 Amended and Restated Security Agreement, dated as of August 1, 2011 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Baker Acquisitions, the Borrowers, Holdings, the other guarantors party thereto, any additional borrowers or guarantors from time to time party thereto, and the Collateral Agents, as collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor has pledged and granted to the 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, including, without limitation, the Trademark Collateral (as defined below), wherever located, whether now existing or hereafter arising or acquired from time to time;

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**

As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the 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, wherever located, 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 Collateral Agents pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the 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. Execution in Counterparts**

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, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 6. Termination**

Upon the payment in full of all the Secured Obligations, the 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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., a Delaware corporation

By: Thomas Morgan  
Name: Thomas I. Morgan  
Title: Chief Executive Officer

YANKEE BOOK PEDDLER, INC., a New Hampshire corporation

By: Thomas Morgan  
Name: Thomas I. Morgan  
Title: Chief Executive Officer

YBP LIBRARY SERVICES, INC., a New Hampshire corporation

By: Thomas Morgan  
Name: Thomas I. Morgan  
Title: Chief Executive Officer

[Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

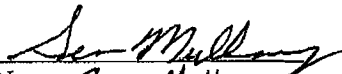
By: Mary E Erans Mary E. Erans  
Name: Associate Director  
Title: Banking Products  
Serv. ces. US

By: [Signature]  
Name:  
Title:

[Trademark Security Agreement]



WELLS FARGO CAPITAL FINANCE, LLC  
as Collateral Agent

By:   
Name: Sean Mullane  
Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
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**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

A. TRADEMARKS

1. Federal U.S. Trademarks

<b>Trademark</b>	<b>Registry</b>	<b>Registration or Application No.</b>	<b>Record Owner</b>
AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design	United States	85/306,920	BAKER & TAYLOR, INC.
AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR and Design	United States	85/306,922	BAKER & TAYLOR, INC.
BAKER & TAYLOR THE FUTURE DELIVERED and Design	United States	3,846,174	BAKER & TAYLOR, INC.
BAKER & TAYLOR THE FUTURE DELIVERED and Design	United States	3,846,175	BAKER & TAYLOR, INC.
CAMPUSREACH	United States	85/180,440	BAKER & TAYLOR, INC.
CLS	United States	85/226,903	BAKER & TAYLOR, INC.
CUSTOMIZED LIBRARY SERVICES	United States	85/230,994	BAKER & TAYLOR, INC.
CUSTOMREACH	United States	85/180,437	BAKER & TAYLOR, INC.
INSTANT GENIUS	United States	3,806,025	BAKER & TAYLOR, INC.
PARFAIT PRESS	United States	3,918,476	BAKER & TAYLOR, INC.

DOC ID-17094564.4

[Trademark Security Agreement]

<b>Trademark</b>	<b>Registry</b>	<b>Registration or Application No.</b>	<b>Record Owner</b>
PAW PRINTS	United States	85/180,442	BAKER & TAYLOR, INC.
PAW PRINTS and Design	United States	85/186,213	BAKER & TAYLOR, INC.
TEXTSTREAM	United States	3,979,273	BAKER & TAYLOR, INC.
THUNDER CLOUD	United States	85/265,221	BAKER & TAYLOR, INC.
UNCLE JOHN'S AIRPLANE READER	United States	77/826,231	BAKER & TAYLOR, INC.
UNCLE JOHN'S BATHROOM READER	United States	3,912,738	BAKER & TAYLOR, INC.
BATHROOM READERS' INSTITUTE	United States	3253338	BAKER & TAYLOR, INC.
PAGES	United States	3610731	BAKER & TAYLOR, INC.
SILVER DOLPHIN	United States	3255677	BAKER & TAYLOR, INC.
THUNDER BAY	United States	2719099	BAKER & TAYLOR
UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	United States	2942006	BAKER & TAYLOR

2. Common Law Trademarks

PORTABLE PRESS

B. TRADEMARK LICENSES - None.

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