

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baker & Taylor, Inc.		09/28/2012	CORPORATION: DELAWARE
Yankee Book Peddler, Inc.		09/28/2012	CORPORATION: NEW HAMPSHIRE
YBP Library Services, Inc.		09/28/2012	CORPORATION: NEW HAMPSHIRE
BWI Acquisition, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2143981	ACADEMIA
Registration Number:	2079090	AUTOMATICALLY YOURS
Registration Number:	1721624	A/V ACCESS
Registration Number:	1670916	B&T LINK
Registration Number:	1852716	B&T MARC
Registration Number:	1131530	BAKER & TAYLOR
Registration Number:	1134490	BOOKFINDER
Registration Number:	1131988	LIBRIS
Registration Number:	1652544	MUSICFINDER
Registration Number:	1653849	STEPS

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Registration Number:	3006919	THE TITLE SOURCE
Registration Number:	1898856	VIDEOFINDER
Registration Number:	2712359	GOBI
Registration Number:	2993944	PUBLISHER ALLEY
Registration Number:	2571491	YBP
Serial Number:	85306920	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR
Serial Number:	85306922	AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER & TAYLOR
Registration Number:	3846174	BAKER & TAYLOR THE FUTURE DELIVERED
Registration Number:	3846175	BAKER & TAYLOR THE FUTURE DELIVERED
Serial Number:	85180440	CAMPUSREACH
Serial Number:	85226903	CLS
Serial Number:	85230994	CUSTOMIZED LIBRARY SERVICES
Serial Number:	85180437	CUSTOMREACH
Registration Number:	3806025	INSTANT GENIUS
Registration Number:	3918476	PARFAIT PRESS
Serial Number:	85180442	PAW PRINTS
Serial Number:	85186213	PAW PRINTS
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
Registration Number:	4205480	CATS
Serial Number:	85614377	ACOUSTIK
Serial Number:	85617023	ACOUSTIK AUDIOBOOKS POWERED BY FINDAWAY WORLD
Registration Number:	3278843	TITLETALES
Registration Number:	1741956	BWI
Registration Number:	4153303	PUBLISHERALLEY

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000

TRADEMARK
REEL: 004870 FRAME: 0165

Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-078
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	10/01/2012

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of September 28, 2012, between each of the undersigned (each, a “**Pledgor**”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”), for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, Baker & Taylor Acquisitions Corp., a Delaware corporation (the “**Issuer**”), BTAC Acquisition Corp., a Delaware corporation (“**Holdings**”), the Subsidiary Guarantors named therein (together with Holdings, the “**Guarantors**”) and The Bank of New York Mellon Trust Company, N.A., as Trustee, have entered into the Indenture, dated as of September 28, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), pursuant to which the Issuer is issuing the Securities (as defined in the Indenture);

WHEREAS, Jefferies & Company, Inc. (the “**Initial Purchaser**”) has agreed, pursuant to the terms of the Purchase Agreement dated September 20, 2012 (the “**Purchase Agreement**”), among the Issuer, the Guarantors and the Initial Purchaser, to purchase the Securities on the terms and subject to the conditions set forth therein. Each Pledgor is executing and delivering this Agreement, pursuant to the terms of the Indenture, to induce the Trustee to enter into the Indenture and, pursuant to the Purchase Agreement, to induce the Initial Purchaser to purchase the Securities;

WHEREAS, pursuant to the Security Agreement dated as of September 28, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Issuer, the Guarantors, any additional pledgors or guarantors from time to time party thereto and the Collateral Agent, each Pledgor has pledged and granted to the Collateral Agent for its 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 Trademark 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 Security 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 Collateral Agent for its 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 Collateral Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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 Issuer and the Collateral Agent.

Section 6. Termination

Upon the payment and performance in full of all the Secured Obligations, the Collateral Agent 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 pages follow.]

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.

By: Marshall Wright
Name: MARSHALL A. WRIGHT
Title: Authorized Officer

YANKEE BOOK PEDDLER, INC.

By: Marshall Wright
Name: MARSHALL A. WRIGHT
Title: Authorized Officer

YBP LIBRARY SERVICES, INC.

By: Marshall Wright
Name: MARSHALL A. WRIGHT
Title: Authorized Officer

BWI ACQUISITION, LLC

By: Marshall Wright
Name: MARSHALL A. WRIGHT
Title: Authorized Officer

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: Lgarcia
Name: LINDA GARCIA
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004870 FRAME: 0171

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

See attached.

Trademarks

Trademark	Registry	Registration or Application No.	Record Owner
ACADEMIA	United States	2,143,981	BAKER & TAYLOR, INC.
AUTOMATICALLY YOURS	United States	2,079,090	BAKER & TAYLOR, INC.
A/V ACCESS	United States	1,721,624	BAKER & TAYLOR, INC.
B&T CATS	United States	2,980,416	BAKER & TAYLOR, INC.
B&T LINK	United States	1,670,916	BAKER & TAYLOR, INC.
B&T MARC	United States	1,852,716	BAKER & TAYLOR, INC.
BAKER & TAYLOR	United States	1,131,530	BAKER & TAYLOR, INC.
BOOKFINDER	United States	1,134,490	BAKER & TAYLOR, INC.
LIBRIS	United States	1,131,988	BAKER & TAYLOR, INC.
MUSICFINDER	United States	1,652,544	BAKER & TAYLOR, INC.
STEPS	United States	1,653,849	BAKER & TAYLOR, INC.
THE TITLE SOURCE	United States	3,006,919	BAKER & TAYLOR, INC.
VIDEOFINDER	United States	1,898,856	BAKER & TAYLOR, INC.
ESTREAMS	United States	2,416,984	YANKEE BOOK PEDDLER, INC.
GOBI	United States	2,712,359	YANKEE BOOK PEDDLER, INC.
PUBLISHER ALLEY and Design	United States	2,993,944	YANKEE BOOK PEDDLER, INC.
YBP and Design	United States	2,571,491	YANKEE BOOK PEDDLER, INC.
AXIS 360 DIGITAL MEDIA LIBRARY BY BAKER &	United States	85/306,920	BAKER & TAYLOR, INC.

Trademark	Registry	Registration or Application No.	Record Owner
TAYLOR and Design			
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.
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	3,253,338	BAKER & TAYLOR, INC.
PAGES	United States	3,610,731	BAKER & TAYLOR, INC.
SILVER DOLPHIN	United States	3,255,677	BAKER & TAYLOR, INC.
THUNDER BAY	United States	2,719,099	BAKER & TAYLOR

Trademark	Registry	Registration or Application No.	Record Owner
UNCLE JOHN'S BATHROOM READER FOR KIDS ONLY	United States	2,942,006	BAKER & TAYLOR
CATS	United States	4,205,480	BAKER & TAYLOR, INC.
ACOUSTIK	United States	85/614,377	BAKER & TAYLOR, INC.
ACOUSTIK AUDIOBOOKS POWERED BY FINDAWAY WORLD and Design	United States	85/617,023	BAKER & TAYLOR, INC.
TITLETALES	United States	3,278,843	BWI ACQUISITION, LLC
BWI (Stylized)	United States	1,741,956	BWI ACQUISITION, LLC
PUBLISHERALLEY	United States	4,153,303	YANKEE BOOK PEDDLER, INC.
TITLETALES	US	3,278,843	BWI Acquisition, LLC
BWI	US	1,741,956	BWI Acquisition, LLC