

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482994

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nebraska Book Company, Inc.		07/23/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Callidus Capital Corporation
<b>Street Address:</b>	181 Bay Street
<b>Internal Address:</b>	Suite 4620
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2T3
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Serial Number:</b>	87735414	COUNTERONE
<b>Registration Number:</b>	4334691	CAMPUS BOOK RENTALS
<b>Registration Number:</b>	4092520	RENTBACK
<b>Registration Number:</b>	5110058	PRISM360
<b>Registration Number:</b>	3346005	JUMPBOOKS
<b>Registration Number:</b>	3739013	CAMPUSHUB
<b>Registration Number:</b>	3669119	CAMPUSHUB
<b>Registration Number:</b>	3484126	WINPRISM
<b>Registration Number:</b>	3484123	COLLEGE STORE DESIGN
<b>Registration Number:</b>	3484122	NBC TEXTBOOKS
<b>Registration Number:</b>	2817707	WEBPRISM
<b>Registration Number:</b>	2568157	NBCPRISM
<b>Registration Number:</b>	2867029	CAMPUSHUB
<b>Registration Number:</b>	1312759	NBC

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

TRADEMARK

**Phone:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7826.001

**NAME OF SUBMITTER:** Kristen N. Lange

**SIGNATURE:** /kristenlange/

**DATE SIGNED:** 07/23/2018

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of July, 2018, by and between **NEBRASKA BOOK COMPANY, INC.**, a Delaware corporation ("Grantor"), and **CALLIDUS CAPITAL CORPORATION**, an Ontario corporation ("Lender").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of July 23, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among NEBRASKA BOOK COMPANY, INC., a Delaware corporation ("NBC"), NBC TEXTBOOKS LLC, a Delaware limited liability company ("NBC Textbooks"; NBC and NBC Textbooks, collectively, the "Borrowers" and each, individually, a "Borrower"), and the other Loan Parties party thereto from time to time, the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant and subject to the terms and conditions thereof; and

**WHEREAS**, in connection with the Loan Agreement, Lender is requiring that Grantor execute and deliver to Lender this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.5 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the prompt and complete payment and performance when due of all of the Obligations, a continuing security interest and lien (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party, including those referred to on Schedule I;

(b) all reissues, continuations, and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property license, including any right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the prompt and complete payment and performance when due of all of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of the other Loan Parties, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding or other case or proceeding under any Debtor Relief Law involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks or other Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks and other Trademark Collateral or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark Collateral rights of Grantor, in each case, without any notice to, or further action by, Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral or other Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11.6 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows]



ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

CALLIDUS CAPITAL CORPORATION, an Ontario corporation

By: *D. Reese*  
Name: David Reese  
Title: President & Chief Operating Officer

By: *Jim R. Riley*  
Name: Jim Riley  
Title: Secretary & Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Nebraska Book Company, Inc.	United States	COUNTERONE	87/735,414	5/15/18
Nebraska Book Company, Inc.	United States	CAMPUS BOOK RENTALS	4334691	5/14/13
Nebraska Book Company, Inc.	United States	RENTBACK	4092520	1/24/12
Nebraska Book Company, Inc.	United States	PRISM360	5110058	12/27/16
Nebraska Book Company, Inc.	United States	JUMPBOOKS	3346005	11/27/07
Nebraska Book Company, Inc.	United States	CAMPUSHUB	3739013	1/19/10
Nebraska Book Company, Inc.	United States	CAMPUSHUB	3669119	8/18/09
Nebraska Book Company, Inc.	United States	WINPRISM	3484126	8/12/08
Nebraska Book Company, Inc.	United States	COLLEGE STORE DESIGN	3484123	8/12/08
Nebraska Book Company, Inc.	United States	NBC TEXTBOOKS	3484122	8/12/08
Nebraska Book Company, Inc.	United States	WEBPRISM	2817707	2/24/04
Nebraska Book Company, Inc.	United States	NBCPRISM	2568157	5/7/02
Nebraska Book Company, Inc.	United States	CAMPUSHUB	2867029	7/27/04
Nebraska Book Company, Inc.	United States	NBC	1312759	1/1/85

**Trade Names**

Campus Advisory Services

**Trademark Licenses**

Non-Exclusive Patent and Trademark License Agreement dated as of May 1, 2018, by and between Nebraska Book Company, Inc. and Prism RBS.