

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
LaSalle Business Credit, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 05/06/04

2. Name and address of receiving party(ies)

Name: Baker & Taylor, Inc.
Internal
Address: _____

Street Address: 2550 West Tyvola Rd., Ste. 300

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) _____
See Schedule A

B. Trademark Registration No.(s) _____
See Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Adam M. Grandy, Legal Assistant

Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: _____

42

7. Total fee (37 CFR 3.41).....\$ 1,065

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16/0085

DO NOT USE THIS SPACE

9. Signature.

Adam M. Grandy
Name of Person Signing


Signature

05/07/04

Date

Total number of pages including cover sheet, attachments, and document: **9**

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

CH \$1065.00 160085 75506922

SCHEDULE A

TRADEMARK REGISTRATIONS

Grantor	Mark	Registry	Registration No.	Reg. Date	Status
BTI	ACADEMIA	United States	2,143,981	3/17/98	Registered
BTI	ACQUIRE	United States	1,500,012	8/9/88	Registered
BTI	AUTOMATICALLY YOURS	United States	2,079,090	7/15/97	Registered 8 & 15 due 7/15/03
BTI	A/V ACCESS	United States	1,721,624	10/6/92	Registered Assigned to B&T on 9/27/02
BTI	B&T LINK	United States	1,670,916	12/31/91	Registered
BTI	B&T MARC	United States	1,852,716	9/6/94	Registered
BTI	BAKER&TAYLOR	United States	1,131,530	2/26/80	Registered
BTI	BATAPHONE	United States	1,308,295	12/4/84	Registered
BTI	BATASYSTEMS	United States	1,330,009	4/9/85	Registered
BTI	BIBLIOSTAT	United States	2,355,831	6/6/00	Registered
BTI	BIBLIOSTAT COLLECT	United States	2,372,567	8/1/00	Registered
BTI	BIBLIOSTAT CONNECT	United States	2,355,830	6/6/00	Registered
BTI	BOOK ALERT	United States	1,546,395	7/4/89	Registered
BTI	BOOKFINDER	United States	1,134,490	5/6/80	Registered
BTI	FORECAST	United States	1,546,394	7/4/89	Registered
BTI	HOT PICKS	United States	1,542,512	6/6/89	Registered
BTI	INFORMATA	United States	2,730,077	6/24/03	Registered
BTI	LIBRIS	United States	1,131,988	3/11/80	Registered
BTI	LIBRIS 2020	United States	1,994,373	8/20/96	Registered
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BTI	PUBLISHERS' FRONT & CENTER	United States	2,439,838	4/3/01	Registered
BTI	SOUND VIDEO UNLIMITED	United States	1,263,274	1/3/84	Registered
BTI	STEPS	United States	1,653,849	8/13/91	Registered
BTI	TALKMEDIA	United States	1,944,697	12/26/95	Registered
BTI	THE COLLECTION CONNECTION	United States	2,603,622	8/6/02	Registered
BTI	TITLETRACK (Stylized)	United States	2,382,229	9/5/00	Registered
BTI	VIDEO FINDER	United States	1,898,856	6/13/95	Registered

TRADEMARK APPLICATIONS

Grantor	Mark	Registry	Registration No.	Reg. Date	Status
BTI	A/V ACCESS PLUS	United States	76/504,385	4/8/03	Pending
BTI	B&T CATS	United States	76/506,917	4/16/03	Pending
BTI	B&T LINK ONLINE	United States	76/471,766	11/22/02	Pending
BTI	BT BOUND	United States	75/506,922	4/16/03	Pending
BTI	DISTRIBUTION SOLUTIONS GROUP	United States	76/481,018	1/8/03	Pending
BTI	ED	United States	(76/395,754)	4/15/02	Pending
BTI	INFORMATA.COM	United States	(76/051,590)	5/18/00	Pending
BTI	INFORMATA.COM and Design	United States	(76/072,626)	6/19/00	Pending
BTI	POWERED BY ED	United States	(76/277,448)	6/25/01	Pending
BTI	POWERED BY ED and Design	United States	(76/277,449)	6/25/01	Pending
BTI	SCOPE	United States	76/506,916	4/16/03	Pending
BTI	THELIBRARYPLACE.COM	United States	(75/794,639)	1/16/01	Pending Statement of Use past due 1/10/03 - BTI Disclaims any representation and warranty in the Agreement as to the enforceability and validity of such mark.
BTI	THE LIBRARYPLACE.COM and Design	United States	(76/072,630)	6/19/00	Pending Statement of Use past due 4/2/03 - BTI Disclaims any representation and warranty in the Agreement as to the enforceability and validity of such mark.
BTI	DISTRIBUTION SOLUTIONS GROUP	United States	76/481,018	1/08/03	Pending
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of May 6, 2004 ("Effective Date") by and between Baker & Taylor, Inc., a Delaware corporation, with its principal office at Three Coliseum Center, 2550 West Tyvola Road, Suite 300, Charlotte, North Carolina 28217 ("Grantor"), and LaSalle Business Credit, LLC, a Delaware limited liability company, as agent, for itself and various other lenders, with its principal office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated as of July 18, 2003 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications to register the foregoing (other than "intent-to-use" applications until a verified statement of sue is filed with respect to such applications), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto in each case, together with the goodwill associated therewith, and all income, royalties, proceeds, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringement of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks");

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world; and (iv) Schedule B attached hereto sets forth a complete and correct list of all the filings made by or, to its knowledge, on behalf of Grantee to record or otherwise evidence any security interest it has against the Trademarks in any jurisdiction throughout the world (other than such filings made in the United States Patent & Trademark Office).

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

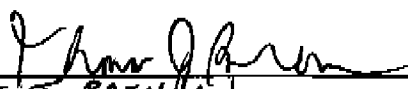
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instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

LASALLE BUSINESS CREDIT, LLC, as Agent

By: 
Name: THOMAS J. BRENNAN
Title: VICE PRESIDENT

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SCHEDULE B

TRADEMARK FILINGS

None.