

Form PTO-1594 (rev 06/04) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:


<p>1. Name of conveying party(les)/Execution Date(s): Baker & Taylor, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other </p> <p>Citizenship <u>Delaware</u></p> <p>Execution Date(s) <u>July 3, 2006</u></p> <p>Additional name(s) of conveying party(les) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(les) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name: <u>UBS AG, Stamford Branch</u></p> <p>Internal Address: _____ Street Address: <u>677 Washington Boulevard</u></p> <p>City: <u>Stamford</u> State: <u>Connecticut</u> Country: <u>USA</u> Zip: <u>06901</u></p> <p> <input type="checkbox"/> Association - Citizenship _____ <input type="checkbox"/> General Partnership - Citizenship _____ <input type="checkbox"/> Limited Partnership - Citizenship _____ <input type="checkbox"/> Corporation - Citizenship _____ <input checked="" type="checkbox"/> Other <u>Stamford, Connecticut branch of a Swiss financial institution</u> Citizenship _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No.</p>
<p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other </p>	

4. Application number(s) or registration number(s):

<p>A. Trademark Application No(s).</p>	<p>B. Trademark Registration No(s).</p> <table border="1"> <tr><td>2143981</td><td>1500012</td><td>2079090</td></tr> <tr><td>1721624</td><td>2980416</td><td>1670916</td></tr> <tr><td>2771421</td><td>1852716</td><td>1131530</td></tr> <tr><td>2355831</td><td>2372567</td><td>2355830</td></tr> <tr><td>1546395</td><td>1134490</td><td>2833761</td></tr> <tr><td>2748533</td><td>1546394</td><td>1542512</td></tr> </table>	2143981	1500012	2079090	1721624	2980416	1670916	2771421	1852716	1131530	2355831	2372567	2355830	1546395	1134490	2833761	2748533	1546394	1542512
2143981	1500012	2079090																	
1721624	2980416	1670916																	
2771421	1852716	1131530																	
2355831	2372567	2355830																	
1546395	1134490	2833761																	
2748533	1546394	1542512																	

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Seth V. Shelden, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2558 Fax: (917) 777-2558 sshelden@skadden.com</p>	<p>6. Total number of applications and registrations involved: <u>45</u></p>	
<p>7. Total fee (37 CFR 1.21(h) and 3.41) <u>\$1140</u> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 698510/0108)</p>		
<p>8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Michael McGuire</u></p>		

9. Signature.  July 18, 2006
 Signature Date
Seth V. Shelden, Esq.
 Name of Person Signing

Total number of pages including cover sheet, and documents: 4

CH \$1140.00 192385 2143981

Page 2

CONTINUATION OF Item 1. Names of Additional Conveying Parties

J.A. Majors Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Louisiana

Execution Date(s) July 3, 2006

Professional Media Service, Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship California

Execution Date(s) July 3, 2006

Yankee Book Peddler, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship New Hampshire

Execution Date(s) July 3, 2006

Page 3

CONTINUATION OF Item 2. Names of Additional Receiving Parties

Name: **Bank of America, N.A.**

Internal Address: _____

Street Address: **200 Glastonbury Boulevard**

City: **Glastonbury**

State: **Connecticut**

Country: **USA** Zip: **06033**

____ Association – Citizenship _____

____ General Partnership – Citizenship _____

____ Limited Partnership – Citizenship _____

____ Corporation – Citizenship _____

X Other **National Banking Association**

Citizenship **USA**

If assignee is not domiciled in the United States, a domestic representative designation is attached ____ Yes __ No.

Page 4

CONTINUATION OF Item 4B. Additional Registration Numbers

2730077	1131988	1994373
1652544	2813531	2813532
2439838	2812775	1373584
1653849	1944697	2603622
3006919	2382229	1898856
2474927	2416984	2712359
2407969	2993944	2422766
1420538	2615142	2571491
2615144	2002162	2334530

BAKER & TAYLOR
TRADEMARK SECURITY AGREEMENT
FIRST LIEN

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), (this "Agreement"), dated as of July 3, 2006, 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 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, 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.,
J.A. MAJORS COMPANY,
PROFESSIONAL MEDIA SERVICE, CORP.,
YANKEE BOOK PEDDLER, INC.

By: 
Name: Richard S. Willis
Title: Chief Executive Officer

[Trademark Security Agreement Agreement]

438999

TRADEMARK
REEL: 003352 FRAME: 0350

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH,
as Co-Collateral Agent


By: 
Name: Richard L. Tavrow
Director

By: 
Name: Irja R. Oja
Title: Associate Director

(Trademark Security Agreement Agreement)

43000

BANK OF AMERICA, N.A.,
as Co-Collateral Agent

By: 
Name: Anthony Visallo
Title: SUP

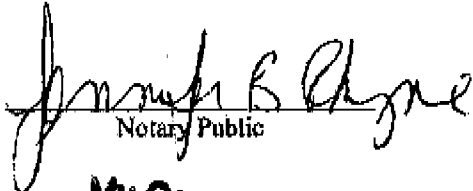
[Trademark Security Agreement Agreement]

41779

ACKNOWLEDGEMENT OF PLEDGORS

STATE OF NC)
COUNTY OF Gaston) ss.

On this 30th day of June, 2006 before me personally appeared Richard S. Willis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Baker & Taylor Inc., J.A. Majors Company, Professional Media Service, Corp. and Yankee Book Peddler, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by said corporation's respective Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission expires November 13, 2007

[Notes Trademark Security Agreement]

Schedule I**Trademarks**

Trademark	Registry	Registration or Application No.	Record Owner
ACADEMIA	United States	2,143,981	BAKER & TAYLOR, INC.
ACQUIRE	United States	1,500,012	BAKER & TAYLOR
AUTOMATICALLY YOURS	United States	2,079,090	BAKER & TAYLOR
A/V ACCESS	United States	1,721,624	BAKER & TAYLOR
B&T CATS	United States	2,980,416	BAKER & TAYLOR
B&T LINK	United States	1,670,916	BAKER & TAYLOR
B&T LINK ONLINE and Design	United States	2,771,421	BAKER & TAYLOR
B&T MARC	United States	1,852,716	BAKER & TAYLOR
BAKER & TAYLOR	United States	1,131,530	BAKER & TAYLOR
BIBLIOSTAT	United States	2,355,831	BAKER & TAYLOR
BIBLIOSTAT COLLECT	United States	2,372,567	BAKER & TAYLOR
BIBLIOSTAT CONNECT	United States	2,355,830	BAKER & TAYLOR
BOOK ALERT	United States	1,546,395	BAKER & TAYLOR
BOOKFINDER	United States	1,134,490	BAKER & TAYLOR
BT BOUND	United States	2,833,761	BAKER & TAYLOR
ED	United States	2,748,533	BAKER & TAYLOR
FORECAST	United States	1,546,394	BAKER & TAYLOR
HOT PICKS	United States	1,542,512	BAKER & TAYLOR
INFORMATATA	United States	2,730,077	BAKER & TAYLOR
LIBRIS	United States	1,131,988	BAKER & TAYLOR
LIBRIS 2020	United States	1,994,373	BAKER & TAYLOR
MUSICFINDER	United States	1,652,544	BAKER & TAYLOR
POWERED BY ED	United States	2,813,531	BAKER & TAYLOR
POWERED BY ED and Design	United States	2,813,532	BAKER & TAYLOR
PUBLISHERS' FRONT & CENTER	United States	2,439,838	BAKER & TAYLOR
SCOPE	United States	2,812,775	BAKER & TAYLOR
SHOWCASE	United States	1,373,584	BAKER & TAYLOR

10181352.1

TRADEMARK
REEL: 003352 FRAME: 0354

Trademark	Registry	Registration or Application No.	Record Owner
STEPS	United States	1,653,849	BAKER & TAYLOR
TALKMEDIA	United States	1,944,697	BAKER & TAYLOR
THE COLLECTION CONNECTION	United States	2,603,622	BAKER & TAYLOR
THE TITLE SOURCE	United States	3,006,919	BAKER & TAYLOR
TITLETRACK (Stylized)	United States	2,382,229	BAKER & TAYLOR
VIDEOFINDER	United States	1,898,856	BAKER & TAYLOR
COPYRIGHT DIRECT	United States	2,474,927	YANKEE BOOK PEDDLER, INC.
ESTREAMS	United States	2,416,984	YANKEE BOOK PEDDLER, INC.
GOBI	United States	2,712,359	YANKEE BOOK PEDDLER, INC.
LIBROLINE	United States	2,407,969	YANKEE BOOK PEDDLER, INC.
PUBLISHER ALLEY and Design	United States	2,993,944	YANKEE BOOK PEDDLER, INC.
TRIALOGUE	United States	2,422,766	YANKEE BOOK PEDDLER, INC.
YANKEE BOOK PEDDLER and Design	United States	1,420,538	YANKEE BOOK PEDDLER, INC.
YANKEE BOOK PEDDLER INC.	New Mexico	21,508	YANKEE BOOK PEDDLER, INC.
YBP	United States	2,615,142	YANKEE BOOK PEDDLER, INC.
YBP and Design	United States	2,571,491	YANKEE BOOK PEDDLER, INC.
YBP LIBRARY SERVICES	United States	2,615,144	YANKEE BOOK PEDDLER, INC.
PROCAT	United States	2,002,162	PROFESSIONAL MEDIA SERVICES CORP.
THE COMPANY BOOKSTORE	United States	2,334,530	J.A. MAJORS COMPANY

10181352.1