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TO:MINDY M. LOK, ESQ. COMPANY:SIMPSON THACHER & BARTLETT LLP

MRP 2/5/09

02-23-2009

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nebraska Book Company, Inc.		01/29/2009	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3346005	JUMPBOOKS
Registration Number:	3349098	VALIDIS
Registration Number:	3373501	RIPPLE
Registration Number:	3328622	CAMPUS AUTHENTIC
Registration Number:	3484123	COLLEGE STORE DESIGN
Serial Number:	77358201	FOUNDERS
Registration Number:	3484126	WINPRISM
Registration Number:	3484122	NBC TEXTBOOKS
Serial Number:	77413706	COLLEGE DINING DESIGN
Serial Number:	77462337	CAMPUS AUTHENTIC

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CORRESPONDENCE DATA

Fax Number: (212)455-2502
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976

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TO: MINDY M. LOK, ESQ. COMPANY: SIMPSON THACHER & BARTLETT LLP

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 609265/0566

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 02/06/2009

Total Attachments: 11
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 29, 2009 is made by Nebraska Book Company, Inc., a Kansas corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, and as further amended and restated as of March 4, 2004 (the "Credit Agreement"), among NBC Holdings Corp. ("SuperHoldings"), NBC Acquisition Corp. ("Holdings"), the Borrower, the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, SuperHoldings and Holdings have executed and delivered an amended and restated Guarantee and Collateral Agreement, dated as of March 4, 2004 (as further amended from time to time, the "Amended and Restated Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Administrative Agent and the Lenders;

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, the Borrower has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Amended and Restated Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) assigns, transfers and conveys, the Trademarks now owned or at any time hereafter acquired by such Borrower or in which such Borrower now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Borrower's Obligations; provided that, the grant of security interest shall not include any intent-to-use Trademark applications prior to the filing of an amendment of use or a statement of use in connection with any such intent-to-use Trademark applications.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent and the Lenders in connection with the Amended and Restated Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Amended and Restated Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NEBRASKA BOOK COMPANY, INC.

By: 
Name: *Alan G. Siemet*
Title: *Treasurer*

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NEBRASKA BOOK COMPANY, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

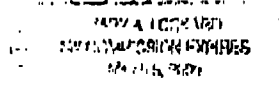
By: Neil R. Boylan
Name: Neil R. Boylan
Title: Managing Director

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STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On the 29th day of JAN., 2009, before me personally came Alan G. Siemek, who is personally known to me to be the TREASURER of Nebraska Book Company, Inc., a Kansas corporation; who, being duly sworn, did depose and say that she/he is the TREASURER in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Maria A. Lockard
Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York)

On the 29th day of January, 2009, before me personally came Ned R. Boylan, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Debra N. Gibbs

Notary Public, State of New York
No. 01616025531
Qualified in Nassau County
Commission Expires June 1, 2011

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Applications and Registrations**

<u>Trademark</u>	<u>Registration/Serial Number</u>
JUMPBOOKS	3,346,005
VALIDIS	3,349,098
RIPPLE	3,373,501
CAMPUS AUTHENTIC	3,328,622
COLLEGE STORE DESIGN and Design	3,484,123
FOUNDERS	77/358,201
WINPRISM	3,484,126
NBC TEXTBOOKS	3,484,122
COLLEGE DINING DESIGN and Design	77/413,706
CAMPUS AUTHENTIC	77/452,337

[Grant of Security Interest in Trademark Rights - Nebraska Book Company, Inc.]

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