

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent and Administrative Agent		08/05/2011	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Nebraska Book Company, Inc.
Street Address:	4700 South 19th Street
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68501
Entity Type:	CORPORATION: KANSAS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1312759	NBC
Registration Number:	2530469	NBC GRAPHICS COLLEGIATE WEAR "NO BETTER CHOICE"
Registration Number:	2867029	CAMPUSHUB
Registration Number:	2568157	NBCPRISM
Registration Number:	2817707	WEBPRISM
Registration Number:	2759396	GIVE US A CLICK
Registration Number:	2834817	GIVE US THE FINGER
Registration Number:	2480012	CONNECT2ONE
Registration Number:	2633247	GOT USED
Registration Number:	3349098	VALIDIS
Registration Number:	3373501	RIPPLE
Registration Number:	3328622	CAMPUS AUTHENTIC
Registration Number:	3484122	NBC TEXTBOOKS

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Registration Number:	3484123	COLLEGE STORE DESIGN
Registration Number:	3671529	FOUNDERS
Registration Number:	3484126	WINPRISM
Registration Number:	3670280	COLLEGE DINING DESIGN
Registration Number:	3640881	CAMPUS AUTHENTIC
Registration Number:	3669119	CAMPUSHUB
Registration Number:	3739013	CAMPUSHUB
Registration Number:	3685557	ULOAD
Registration Number:	2923017	TRADITIONS
Registration Number:	3346005	JUMPBOOKS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2222
Email: ksolomon@stblaw.com
Correspondent Name: Marcela Robledo, 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:	509265/0556
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	08/17/2011

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of August 5, 2011 (“Effective Date”) by and between **JPMorgan Chase Bank, N.A.**, as collateral agent and administrative agent, a national banking association (“Administrative Agent”), and **Nebraska Book Company, Inc.**, a Kansas corporation (“Borrower”).

WHEREAS, Administrative Agent has acted as collateral agent and administrative agent for the banks and other financial institutions (the “Lenders”) from time to time parties to that certain Credit Agreement dated as of February 13, 1998, as amended and restated as of December 10, 2003, as further amended and restated as of March 4, 2004 and as of October 2, 2009 (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NBC Holdings Corp., NBC Acquisitions Corp., the Borrower, the Lenders, the Administrative Agent, the other agents party thereto and the other Secured Parties (as defined in the Amended and Restated Guarantee and Collateral Agreement);

WHEREAS, in connection with the Credit Agreement, the Borrower, NBC Holdings Corp., NBC Acquisition Corp. and each other signatory party thereto executed and delivered a First Lien Amended and Restated Guarantee and Collateral Agreement, dated as of February 13, 1998, as amended and restated as of December 10, 2003, as further amended and restated as of March 4, 2004 (the “Existing Guarantee and Collateral Agreement”) and as further amended and restated as of October 2, 2009 (as so amended and as further amended from time to time, the “Amended and Restated Guarantee and Collateral Agreement”), in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the terms and conditions of the Existing Guarantee and Collateral Agreement, Borrower entered into several Grant of Security Interest in Trademark Rights agreements, dated December 10, 2003, March 4, 2004, and January 29, 2009, respectively (the “Existing Security Interest Agreements”), in favor of Administrative Agent;

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, Borrower and Administrative Agent entered into that certain Amended and Restated Grant of Security Interest in Trademark Rights agreement, dated October 2, 2009 (the “Amended and Restated Security Interest Agreement”), under which Borrower granted to Administrative Agent a continuing security interest in the Trademarks (as defined in the Amended and Restated Guarantee and Collateral Agreement and in the Amended and Restated Security Interest Agreement), including, but not limited to, the U.S. trademark applications and registrations set forth on the attached schedule;

WHEREAS, the Existing Security Interest Agreements were recorded with the United States Patent and Trademark Office (“PTO”) on, respectively, January 7, 2004 at Reel/Frame 2774/0296, March 31, 2004 at Reel/Frame 2820/0968), and February 5, 2009 at Reel/Frame 3941/0397;

WHEREAS, the Amended and Restated Security Interest Agreement was recorded with the PTO on October 5, 2009 at Reel/Frame 4073/0945; and

WHEREAS, Borrower has paid all of its outstanding indebtedness to Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby terminates the Existing Security Interest Agreements and the Amended and Restated Security Interest Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Administrative Agent 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) except as pursuant to the Credit Agreement or the Collateral Agreement, as amended, it has not recorded or otherwise evidenced its security interest with respect to any trademark, trademark application, trademark registration, or trade name or assumed name owned by Borrower, other than the Trademarks, in any jurisdiction throughout the world.

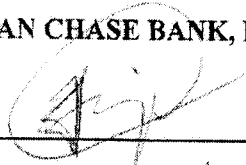
Administrative Agent shall take all further actions, and provide to Borrower, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Borrower to more fully and effectively effectuate the purposes of this Release.

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

JPMORGAN CHASE BANK, N.A.



Name: MANOCHERE AZAMGIR

Title: EXECUTIVE DIRECTOR

SCHEDULE

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
NBC	73457327	12/16/1983	1312759	01/01/1985
NBC GRAPHICS COLLEGIATE WEAR "NO BETTER	75820627	10/12/1999	2530469	01/15/2002
CAMPUSHUB	75925306	02/09/2000	2867029	07/27/2004
NBCPRISM	75925321	02/09/2000	2568157	05/07/2002
WEBPRISM	75925323	02/09/2000	2817707	02/24/2004
GIVE US A CLICK	76082507	07/03/2000	2759396	09/02/2003
GIVE US THE FINGER	76082301	07/03/2000	2834817	04/20/2004
CONNECT2ONE	76119855	08/31/2000	2480012	08/21/2001
GOT USED	76294619	08/06/2001	2633247	10/08/2002
VALIDIS	77006352	09/25/2006	3349098	12/04/2007
RIPPLE	77006427	09/25/2006	3373501	01/22/2008
CAMPUS AUTHENTIC	77105056	02/12/2007	3328622	11/06/2007
NBC TEXTBOOKS	77358077	12/21/2007	3484122	08/12/2008
COLLEGE STORE DESIGN	77358131	12/21/2007	3484123	08/12/2008
FOUNDERS	77358201	12/21/2007	3671529	08/25/2009
WINPRISM	77358228	12/21/2007	3484126	08/12/2008
COLLEGE DINING DESIGN	77413706	03/05/2008	3670280	08/18/2009
CAMPUS AUTHENTIC	77452337	04/18/2008	3640881	06/16/2009
CAMPUSHUB	77663051	02/04/2009	3669119	08/18/2009
CAMPUSHUB	77663067	02/04/2009	3739013	01/19/2010
ULOAD	77674052	02/19/2009	3685557	09/22/2009
TRADITIONS	78344625	12/23/2003	2923017	02/01/2005
JUMPBOOKS	78869361	04/25/2006	3346005	11/27/2007