

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEBRASKA BOOK COMPANY, INC.		06/29/2012	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	NEW NEBRASKA BOOK COMPANY, INC.
Street Address:	4700 SOUTH 19TH STREET
City:	LINCOLN
State/Country:	NEBRASKA
Postal Code:	68501
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2633247	GOT USED
Registration Number:	2480012	CONNECT2ONE
Registration Number:	2817707	WEBPRISM
Registration Number:	2568157	NBCPRISM
Registration Number:	2530469	NBC GRAPHICS COLLEGIATE WEAR "NO BETTER CHOICE"
Registration Number:	1312759	NBC
Registration Number:	2867029	CAMPUSHUB
Registration Number:	3669119	CAMPUSHUB
Registration Number:	3739013	CAMPUSHUB
Registration Number:	3685557	ULOAD
Registration Number:	3346005	JUMPBOOKS
Registration Number:	3349098	VALIDIS
Registration Number:	3373501	RIPPLE
Registration Number:	3328622	CAMPUS AUTHENTIC

TRADEMARK

Registration Number:	3484123	COLLEGE STORE DESIGN
Registration Number:	3671529	FOUNDERS
Registration Number:	3484126	WINPRISM
Registration Number:	3484122	NBC TEXTBOOKS
Registration Number:	3670280	COLLEGE DINING DESIGN
Registration Number:	3640881	CAMPUS AUTHENTIC
Registration Number:	2923017	TRADITIONS
Registration Number:	2759396	GIVE US A CLICK
Registration Number:	3967523	COLLEGE CONVENIENCE STORE DESIGN
Registration Number:	3933020	MOBILE BUYBACK UNIT
Registration Number:	3933019	MOBILE BUYBACK
Registration Number:	4119082	NEEBO
Registration Number:	4129218	NEEBO
Registration Number:	3968022	NEEBO
Registration Number:	4016137	NEEBO
Serial Number:	85286876	NEEBO
Registration Number:	4129909	NEEBO
Serial Number:	85021117	NEEBO
Serial Number:	85021087	NEEBO
Serial Number:	85301084	NEEBO
Serial Number:	85301095	NEEBO

**CORRESPONDENCE DATA**

Fax Number: 3128622200

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

Phone: 3128623312

Email: patrick.lau@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 North LaSalle

Address Line 2: c/o Patrick Lau, Legal Assistant

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	12149-7 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	06/29/2012

**TRADEMARK**

**REEL: 004812 FRAME: 0260**

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## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of June 29, 2012 ("Effective Date") by and between NEBRASKA BOOK COMPANY, INC., a Kansas corporation ("Assignor"), and NEW NEBRASKA BOOK COMPANY, INC., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 29, 2012 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this

Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of June, 2012.

**NEBRASKA BOOK COMPANY, INC.**

**NEW NEBRASKA BOOK COMPANY,  
INC.**

Name: Barry S. Major  
Title: Barry S. Major, President

Name: Barry S. Major  
Title: Barry S. Major, President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Mark	Reg. No.	Reg. Date	Serial No.	App. Date	Owner of Record
GOT USED	2,633,247	10/8/2002	76/294,619	8/6/2001	Nebraska Book Company, Inc.
CONNECT2ONE	2,480,012	8/21/2001	76/119,855	8/31/2000	Nebraska Book Company, Inc.
WEBPRISM	2,817,707	2/24/2004	75/925,323	2/9/2000	Nebraska Book Company, Inc.
NBCPRISM	2,568,157	5/7/2002	75/925,321	2/9/2000	Nebraska Book Company, Inc.
NBC GRAPHICS COLLEGIATE WEAR "NO BETTER CHOICE" and Design	2,530,469	1/15/2002	75/820,627	10/12/1999	Nebraska Book Company, Inc.
NBC and Design	1,312,759	1/1/1985	73/457,327	12/16/1983	Nebraska Book Company, Inc.
CAMPUSHUB	2,867,029	7/27/2004	75/925,306	2/9/2000	Nebraska Book Company, Inc.
CAMPUSHUB	3,669,119	8/18/2009	77/663,051	2/4/2009	Nebraska Book Company, Inc.
CAMPUSHUB	3,739,013	1/19/2010	77/663,067	2/4/2009	Nebraska Book Company, Inc.
ULOAD	3,685,557	9/22/2009	77/674,052	2/19/2009	Nebraska Book Company, Inc.
JUMPBOOKS	3,346,005	11/27/2007	78/869,361	4/25/2006	Nebraska Book Company, Inc.

Mark	Reg. No.	Reg. Date	Serial No.	App. Date	Owner of Record
VALIDIS	3,349,098	12/4/1007	77/006,352	9/25/2006	Nebraska Book Company, Inc.
RIPPLE	3,373,501	1/22/2008	77/006,427	9/25/2006	Nebraska Book Company, Inc.
CAMPUS AUTHENTIC	3,328,622	11/6/2007	77/105,056	2/12/2007	Nebraska Book Company, Inc.
COLLEGE STORE DESIGN and Design	3,484,123	8/12/2008	77/358,131	12/21/2007	Nebraska Book Company, Inc.
FOUNDERS	3,671,529	8/25/2009	77/358,201	12/21/2007	Nebraska Book Company, Inc.
WINPRISM	3,484,126	8/12/2008	77/358,228	12/21/2007	Nebraska Book Company, Inc.
NBC TEXTBOOKS	3,484,122	8/12/2008	77/358,077	12/21/2007	Nebraska Book Company, Inc.
COLLEGE DINING DESIGN and Design	3,670,280	8/18/2009	77/413,706	3/5/2008	Nebraska Book Company, Inc.
CAMPUS AUTHENTIC	3,640,881	6/16/2009	77/452,337	4/18/2008	Nebraska Book Company, Inc.
TRADITIONS and Design	2,923,017	2/1/2005	78/344,625	12/23/2003	Nebraska Book Company, Inc.
GIVE US A CLICK and Design	2,759,396	9/2/2003	76/082,507	7/3/2000	Nebraska Book Company, Inc.
COLLEGE CONVENIENCE STORE DESIGN and Design	3,967,523	5/24/2011	77/967,452	3/24/2010	Nebraska Book Company, Inc.
MOBILE BUYBACK UNIT	3,933,020	3/15/2011	85/018,521	4/20/2010	Nebraska Book Company, Inc.



Mark	Reg. No.	Reg. Date	Serial No.	App. Date	Owner of Record
MOBILE BUYBACK	3,933,019	3/15/2011	85/018,476	4/20/2010	Nebraska Book Company, Inc.
NEEBO	4,119,082	3/27/2012	85/021,123	4/22/2010	Nebraska Book Company, Inc.
NEEBO	4,129,218	4/17/2012	85/021,073	4/22/2010	Nebraska Book Company, Inc.
NEEBO	3,968,022	5/24/2011	85/975,202	4/22/2010	Nebraska Book Company, Inc.
NEEBO and Design	4,016,137	8/23/2011	85/290,374	4/8/2011	Nebraska Book Company, Inc.
NEEBO and Design	N/A	N/A	85/286,876	4/5/2011	Nebraska Book Company, Inc.
NEEBO and Design	4,129,909	4/17/2012	85/976,290	4/5/2011	Nebraska Book Company, Inc.
NEEBO	N/A	N/A	85/021,117	4/22/2010	Nebraska Book Company, Inc.
NEEBO	N/A	N/A	85/021,087	4/22/2010	Nebraska Book Company, Inc.
NEEBO	N/A	N/A	85/301,084	4/21/2010	Nebraska Book Company, Inc.
NEEBO DESIGN	N/A	N/A	85/301,095	4/21/2010	Nebraska Book Company, Inc.