

04-08-1999



101005473

MLD
3-31-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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40.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number **212-541-2108**

Name

Cynthia J. Hirschberg

Address (line 1)

Robinson Silverman Pearce Aronsohn & Berman LLP

Address (line 2)

1290 Avenue of the Americas

Address (line 3)

New York, NY 10104

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/511728		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Carl Rosendorf, Senior Vice President

Name of Person Signing

Signature

3/26/99
Date Signed

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of October 31, 1998, between barnesandnoble.com inc., a Delaware corporation (the "Assignor"), and barnesandnoble.com llc., a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor desires to contribute and assign to the Assignee, and the Assignee desires to accept and assume from the Assignor, all of the Assignor's assets, other than Assignor's interest in NuvoMedia, Inc. and in B&N.com Member Corp., a Delaware corporation and a wholly owned subsidiary of the Assignor ("Member Corp."), and liabilities; and

WHEREAS, in consideration for such contribution and assignment, the Assignee will issue a 100.0% membership interest in the Assignee to the Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. The Assignor does hereby irrevocably contribute, grant, transfer, assign and convey to the Assignee, and the Assignee does hereby acquire, accept and assume from the Assignor, all of the Assignor's right, title and interest in, to and under (A) except for Assignor's interest in NuvoMedia, Inc. and Member Corp., all assets of the Assignor, including, without limitation: (i) all of the Assignor's properties, furniture, fixtures and other fixed assets, equipment, inventory, products, patent, trademark, copyright and other intellectual property rights, goodwill and rights of the Assignor, of every nature, kind and description, real and personal, tangible and intangible, wheresoever located and whether or not reflected on the books and records of the Assignor, together with all rights associated therewith; (ii) all cash on hand and in bank accounts, notes, loans and accounts receivable from customers, employees and others, marketable securities and investments, prepaid insurance, prepaid interest and other prepaid items and deposits, cash surrender values of all life insurance policies, contracts, choses in action and causes of action, claims and rights of recovery or set-off of every kind or character arising out of transactions or events occurring on or prior to the date hereof irrespective of the date on which any such cause of action, claim or right may arise or accrue; (iii) all books, records, correspondence, employment records and files of or relating to the business or assets of the Assignor; and (iv) all leases, contracts, agreements, licenses, commitments or instruments to which the Assignor is a party or in which the Assignor has rights (collectively, the "Assets"), and (B) all debts, liabilities and obligations of the Assignor (collectively, the "Liabilities"), to have and to hold unto the Assignee and its successors and assigns forever.

SECTION 2. The Assignee hereby agrees to indemnify and hold the Assignor harmless from and against any and all Liabilities.

SECTION 3. The Assignor hereby represents and warrants to the Assignee that the Assignor owns the Assets and that this Agreement has been duly authorized, executed and delivered by the Assignor's duly authorized representative and it constitutes the Assignor's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

SECTION 4. The Assignee hereby represents and warrants to the Assignor that this Agreement has been duly authorized, executed and delivered by the Assignee's duly authorized representative and it constitutes the Assignee's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

SECTION 5. In the event that the transactions contemplated by this Agreement involve the assignment of rights under any contract, agreement, license, claim, or of other rights, assets, or property, which are nonassignable without the consent, authorization or approval of the other party or parties thereto or any other third party (a "Nonassignable Contract"), and such consent, authorization or approval shall not have been obtained by the Assignor prior to the date of this Agreement, then, notwithstanding anything in this Agreement to the contrary (and without relieving the Assignor of any liability or obligation it may have under this Agreement), any such Nonassignable Contract shall not be assigned (except any rights to receive payments thereunder) until all such necessary consents, authorizations and approvals with respect to such Nonassignable Contract shall have been obtained, whereupon the Assignor shall, without further consideration, promptly assign or cause the assignment of same to the Assignee. Until such time, if any, as all the necessary consents, authorizations and approvals shall have been obtained for the assignment of a Nonassignable Contract, the Assignor, at its own expense, shall retain, preserve and hold in trust for the sole benefit of the Assignee all rights, interests and claims with respect to such Nonassignable Contract from and after the Closing Date; and the Assignor shall at the request of the Assignee, take all such action, enter into such arrangements and do or cause to be done such things as shall be reasonably requested by the Assignee to provide, make available and secure to the Assignee all of the funds, income and payments that would have inured to the Assignee upon an outright assignment of such Nonassignable Contract to the extent permitted by law and by contract. Except as provided by law or the Nonassignable Contract in question, the performance obligations of the Assignor under such Nonassignable Contract as shall arise both (i) exclusively in respect of periods from and after the date on which the aforesaid funds are so made available thereunder and (ii) exclusively in connection with the exploitation of such funds by the Assignee, shall be deemed to be sublicensed or subcontracted to the Assignee but only until such time (if any) as the rights under such Nonassignable Contract have been effectively assigned to the Assignee. The Assignor shall pay over to the Assignee any amounts received by the Assignor after the date of this Agreement in respect of any Nonassignable Contract and the Assignee shall pay over to the Assignor any amounts paid, or

expenses incurred, by the Assignor in performing any Nonassignable Contract after the date of this Agreement.

SECTION 6. The Assignee and the Assignor shall each cooperate with the other and take such further actions and execute such further documents or instruments, if any, as may be necessary or reasonably requested by the other in order to carry out the terms of this Agreement and to consummate the transactions contemplated by this Agreement.

SECTION 7. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8. This Agreement is not intended to create and shall not create any rights in favor of any person or entity (including, without limitation, any third party beneficiary rights) other than the parties hereto.

SECTION 9. This Agreement is not intended to create any commitments, liabilities or obligations of the parties hereto different from those expressly set forth herein.

SECTION 10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. In addition, the parties may execute this Agreement by telecopy or other facsimile machine and such facsimile signature shall be deemed an original.

SECTION 11. This Agreement shall be governed by and construed in accordance with the law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the law of the State of New York.

IN WITNESS WHEREOF, the Assignee and the Assignor have each executed this Agreement as of the date first written above.

barnesandnoble.com inc.

By: 

Name: Marie J. Toukantis

Title: Executive Vice President, Finance

barnesandnoble.com llc

By: barnesandnoble.com inc.,
its managing member

By: 

Name: Marie J. Toukantis

Title: Executive Vice President, Finance

06681-00032/655363.5

RECORDED: 03/31/1999

TRADEMARK
REEL: 1879 FRAME: 0512