

11-09-1999

SHEET
LYU.S. Department of Commerce
Patent and Trademark Office

To the Honorable Comm

101197383

: attached original documents or copy thereof.

1. Name of conveying party(ies):

Barnes & Noble, Inc.
 Subsidiary Grantors:
 B. Dalton Bookseller, Inc.
 Barnes & Noble Booksellers, Inc.
 Marboro Books Corp.
 Doubleday Book Shops, Inc.
 CCI Holdings, Inc.
 Babbage's Etc. LLC
 VendAmerica, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Second Amendment to Pledge and Security Agreement

Execution Date: October 27, 1999

Address of receiving party(ies):

Name: The Chase Manhattan Bank
as Administrative Agent
 Internal Address: 22nd Floor

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017-2070
 Country: _____

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

75/320806

Additional numbers attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver
 Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NWCity: Washington State: DC ZIP: 200066. Total number of applications and trademarks involved: 307. Total fee (37 CFR 3.41): \$765.00

- ☒ Enclosed (Check No. 18067)
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Nora A. Whitescarver
 Name of Person Signing

Signature

November 4, 1999
 Date

Total number of pages comprising cover sheet and document attachments: 22

11/05/1999 DMGUYEN 00000108 75320806

01 FC:481 40.00 JP
 02 FC:481 40.00 JP

TRADEMARK
 REEL: 001986 FRAME: 0424



**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

A. U.S. Trademarks

BARNES & NOBLE, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Blink	75/320,806(A)
What Are You Reading	75/057,954(A)
Premier Music (Design)	1,903,140(R)
Meet Me at Barnes & Noble	1,910,598(R)
The Book Lover's Second Home	1,930,860(R)
Nite Reader	2,105,941(R)

B. DALTON BOOKSELLER, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Books Dalton	1,667,902 (R)
B. Dalton Jr.	1,684,036 (R)
B. Dalton Jr. (Design)	1,667,039 (R)
Booksavers	1,597,933 (R)
P.B. Pages	1,814,553 (R)
B. Dalton's	1,293,494 (R)
Barnes & Noble Jr.	

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(Design)	1,609,403 (R)
Barnes & Noble Jr.	1,606,005 (R)
B. Dalton Bookseller	846,824 (R)
B. Dalton	1,158,498 (R)
Hooked on Books	1,147,660 (R)
People Who Know Books Know B. Dalton	1,306,552 (R)
Amaranth Press	1,404,928 (R)
Pickwick	1,047,832 (R)
Lamp of Learning (Design)	1,607,811 (R)

BARNES & NOBLE BOOKSELLERS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Bookstar (Design)	1,558,604 (R)
Amaranth Press	1,404,928(R)

MARBORO BOOKS CORP.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

CCI HOLDINGS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

DOUBLEDAY BOOK SHOPS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
The Old Corner Bookstore	(Mass.) 0025314 (R)
Books of All Publishers Since 1910 (and Design)	1,516,823 (R)

BABBAGE'S ETC. LLC

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Babbage's	1,345,315 (R) and 1,569,315 (R)
America's Software for the Home	1,547,310 (R) and 1,553,597 (R)
Babbage's Software for the Home	1,345,205 (R)
Gamestop	1,707,460 (R)

VENDAMERICA, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT, dated as of October 27, 1999, between BARNES & NOBLE, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "*Company*"); each of the Subsidiaries of the Company identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereof (individually, a "*Subsidiary Guarantor*" and, collectively, the "*Subsidiary Guarantors*" and, together with the Company, the "*Obligors*"); and THE CHASE MANHATTAN BANK, as agent for the lenders or other financial institutions or entities party, as lenders, to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "*Administrative Agent*").

The Company, the Subsidiary Guarantors, certain lenders and the Administrative Agent (i) are parties to a Amended and Restated Credit Agreement dated as of November 18, 1997 (as modified and supplemented and in effect from time to time, the "*Amended and Restated Credit Agreement*"), providing, subject to the terms and conditions thereof, for extensions of credit (by making of loans and issuing letters of credit) to be made by said lenders to the Company in an aggregate principal or face amount not exceeding \$850,000,000 (as that amount may be increased as provided therein), and (ii) concurrently herewith and in connection with the Babbage's Etc. Acquisition, are entering into Amendment No. 2 to the Amended and Restated Credit Agreement. The Obligors and the Agent wish to amend the Security Agreement referred to in the Amended and Restated Credit Agreement in certain respects and, accordingly, agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment, terms defined in the Amended and Restated Credit Agreement are used herein as defined therein.

Section 2: Amendments. Subject to the satisfaction of the conditions precedent specified in Section 3 below, but effective as of the date hereof, the Annexes to the Security Agreement shall be amended as follows:

(a) Annex 1. Annex 1 to the Security Agreement shall be amended in its entirety to read as Annex 1 hereto.

(b) Annex 2. Annex 2 to the Security Agreement shall be amended in its entirety to read as Annex 2 hereto.

(c) Annex 3. Annex 3 to the Security Agreement shall be amended in its entirety to read as Annex 3 hereto.

(d) Annex 4. Annex 4 to the Security Agreement shall be amended in its entirety to read as Annex 4 hereto.

(e) Annex 5. Annex 5 to the Security Agreement shall be amended in its entirety to read as Annex 5 hereto.

Section 2. Conditions Precedent. As provided in Section 2 above, the amendments set forth in Section 2 shall become effective, as of the date hereof, upon the due execution and delivery of this Amendment by the Obligors and the Agent.

Section 3. Miscellaneous. Except as herein provided, the Security Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered as of the day and year first above written.

BARNES & NOBLE, INC.

By Michael A. Loh
Title: Vice President & Treasurer

SUBSIDIARY GUARANTORS

B. DALTON BOOKSELLER, INC.

By Michael A. Loh
Title: Vice President & Treasurer

BARNES & NOBLE BOOKSELLERS, INC.

By Michael A. Loh
Title: Vice President & Treasurer

MARBORO BOOKS CORP.

By Michael A. Loh
Title: Vice President & Treasurer

DOUBLEDAY BOOK SHOPS, INC.

By Michael A. Loh
Title: Vice President & Treasurer

CCI HOLDINGS, INC.

By Michael Belknap
Title: Vice President & Treasurer

BABBAGE'S ETC. LLC

By _____
Title: _____

VENDAMERICA, INC.

By Michael Belknap
Title: Vice President & Treasurer

THE CHASE MANHATTAN BANK, as Administrative
Agent

By _____
Title: _____

CCI HOLDINGS, INC.

By _____
Title:

BABBAGE'S ETC. LLC

By Leonard Riggio
Title:

VENDAMERICA, INC.

By _____
Title:

THE CHASE MANHATTAN BANK, as Administrative
Agent

By _____
Title:

CCI HOLDINGS, INC.

By _____
Title:

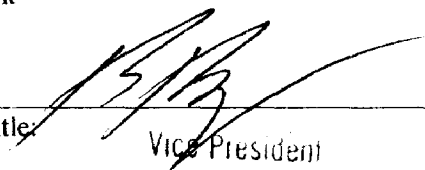
BABBAGE'S ETC. LLC

By _____
Title:

VENDAMERICA, INC.

By _____
Title:

THE CHASE MANHATTAN BANK, as Administrative
Agent

By  _____
Title: Vice President

PLEDGED STOCKBARNES & NOBLE, INC.

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
B. Dalton Bookseller, Inc.	C-1	Barnes & Noble, Inc.	360 shares of common stock, par value \$100
Barnes & Noble Booksellers, Inc.	1	Barnes & Noble, Inc.	100 shares of common stock, par value \$1
Marboro Books Corp.	4	Barnes & Noble, Inc.	10 shares of common stock, no par value
CCI Holdings, Inc.	1	Barnes & Noble, Inc.	3,000 shares of common stock, par value \$1
B&N. Sub Corp	1	Barnes & Noble, Inc.	100 shares of common stock, par value \$1

B. DALTON BOOKSELLER, INC.

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
Doubleday Book Shops, Inc.	5	B. Dalton Bookseller, Inc.	1,000 shares of common stock, par value \$1
Babbage's Etc. LLC	N/A	B. Dalton Bookseller, Inc.	86.5% Membership Interest
Vendamerica, Inc.	2	B. Dalton Bookseller, Inc.	1,000 shares of common stock, no par value

BARNES & NOBLE BOOKSELLERS, INC.

NONE

MARBORO BOOKS CORP

NONE

DOUBLEDAY BOOK SHOPS, INC.

NONE

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CCI HOLDINGS, INC.

NONE

BABBAGE'S ETC. LLC.

NONE

VENDAMERICA, INC

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
Babbage's Etc. LLC	N/A	Vendamerica, Inc.	13.5% Membership Interest

LIST OF PATENTS AND PATENT APPLICATIONS

BARNES & NOBLE, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

B. DALTON BOOKSELLER, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

BARNES & NOBLE BOOKSELLERS, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

MARBORO BOOKS CORP.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

DOUBLEDAY BOOK SHOPS, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

CCI HOLDINGS, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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BABBAGE'S ETC. LLC

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

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VENDAMERICA, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

A. U.S. Trademarks

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B. Dalton Bookseller	846,824 (R)
B. Dalton	1,158,498 (R)
Hooked on Books	1,147,660 (R)
People Who Know Books Know B. Dalton	1,306,552 (R)
Amaranth Press	1,404,928 (R)
Pickwick	1,047,832 (R)
Lamp of Learning (Design)	1,607,811 (R)

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Registration (R)
or Series (S) No.

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(Mass.) 0025314 (R)

Books of All Publishers
Since 1910 (and Design)

1,516,823 (R)

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1,345,315 (R) and
1,569,315 (R)

America's Software for
the Home

1,547,310 (R) and
1,553,597 (R)

Babbage's Software for
the Home

1,345,205 (R)

Gamestop

1,707,460 (R)

VENDAMERICA, INC.

Mark

Application (A)
Registration (R)
or Series (S) No.

NONE

B. U.S. Tradenames

BABBAGE'S ETC. LLC

Mark

Software Etc.

VENDAMERICA, INC.

Mark

NONE

Foreign Trademarks

BARNES & NOBLE, INC.

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
NONE			

B. DALTON BOOKSELLER, INC.

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
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BARNES & NOBLE BOOKSELLERS, INC.

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
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MARBORO BOOKS CORP.

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
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DOUBLEDAY BOOK SHOPS, INC.

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
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CCI HOLDINGS, INC.

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
NONE			

BABBAGE'S ETC. LLC

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
NONE			

VENDAMERICA, INC.

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date (F)</u>
NONE			

**LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS
RELATING TO INTELLECTUAL PROPERTY**

BARNES & NOBLE, INC.

License Agreement dated as of February 11, 1989 between Barnes & Noble College Bookstores, Inc. and Barnes & Noble Discount Bookstores, Inc. (a predecessor of B. Dalton Bookseller, Inc.), and Consents to License Agreement Assignments, dated as of November 18, 1988 and November 16, 1992, respectively.

B. DALTON BOOKSELLER, INC.

Letter Agreement dated as of February 21, 1989 from Scribner's Book Companies, Inc. and MacMillan, Inc. to B. Dalton Bookseller, Inc.

BARNES & NOBLE BOOKSELLERS, INC.

NONE

MARBORO BOOKS CORP.

NONE

DOUBLEDAY BOOK SHOPS, INC.

Trade Mark and Service Mark License dated as of May 31, 1990 between Bantam Doubleday Dell Publishing Group, Inc. and Doubleday Book Shops, Inc.

CCI HOLDINGS, INC.

NONE

BABBAGE'S ETC. LLC

NONE

VENDAMERICA, INC.

NONE

LIST OF LOCATIONS**BARNES & NOBLE, INC**

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, New York 11590

BARNES & NOBLE BOOKSELLERS, INC.

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, New York 11590

MARBORO BOOKS CORP.

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, New York 11590
3. One Pond Road
Rockleigh, NJ 07647

DOUBLEDAY BOOK SHOPS, INC.

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, New York 11590

BABBAGE'S ETC. LLC

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, New York 11590
3. 2250 William D. Tate Avenue
Grapevine, TX 76051

B. DALTON BOOKSELLER, INC.

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, NY 11590
3. 100 Middlesex Center Boulevard
Jamesburg, NJ 08831
4. 331 Herrod Drive
Jamesburg, NJ 08831
5. 308 Herrod Drive
Jamesburg, NJ 08831

CCI HOLDINGS, INC.

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, NY 11590
3. 6411 Vurleson Road
Austin, TX 78744

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VENDAMERICA, INC

1. 122 Fifth Avenue
New York, NY 10011
2. 1400 Old Country Road
Westbury, New York 11590
3. 2250 William D. Tate Avenue
Grapevine, TX 76051

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