

08-06-2004

Form PT-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2010)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

barnesandnoble.com inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ Other _____

Citizenship (see guidelines) _____

Execution Date(s) June 30, 2004Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Barnes & Noble College Booksellers, Inc.

Internal

Address: 33 East 17th Street

Street Address: _____

City: New YorkState: New YorkCountry: US Zip: 10003☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☒ Corporation Citizenship New York☐ Other _____ Citizenship _____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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,240,864Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Todd BravermanInternal Address: Bryan Cave LLPStreet Address: 1290 Avenue of the AmericasCity: New YorkState: NY Zip: 10104Phone Number: (212) 541-2064Fax Number: (212) 261-9864Email Address: tjbraverman@bryancave.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 02-4467Authorized User Name 1687

9. Signature:

Todd Braverman
Signature8/3/04
DateTodd Braverman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003021 FRAME: 0677

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, entered into this 30th day of June, 2004 (the "Effective Date"), by and between barnesandnoble.com Inc., a Delaware corporation, located and doing business at 76 Ninth Avenue, 11th Floor, New York, NY 10011 ("Assignor") and Barnes & Noble College Booksellers, Inc., a New York corporation, located and doing business at 33 East 17th Street, New York, NY 10003 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark THE BN TOP 100, including such other trademarks, service marks, trade names, domain names, logos, designs and trade dress as may be owned by Assignor and used in connection with the mark THE BN TOP 100, and any applications or registrations therefor, including U.S. Registration No. 2,240,864 in the United States Patent and Trademark Office (collectively, the "Mark") and the goodwill of the business associated with the Mark;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Mark and any applications or registrations therefor, together with the goodwill of the business in connection with which the Mark is used and which are symbolized by the Mark, along with the right to recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, all right, title and interest in and to the Mark, including such other trademarks, service marks, trade names, domain names and trade dress as may be owned by Assignor and used in connection with the Mark, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Mark is used and which are symbolized by the Mark, including, but not limited to, the use of the Mark in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Mark, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment Agreement for and on behalf of Assignor on the day and year first above written.

BARNESANDNOBLE.COM INC.

By: 

Name: KEVIN TRAIN

Title: CHIEF FINANCIAL OFFICER