

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
SparkNotes LLC		04/30/2008	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Barnes & Noble, Inc.
Street Address:	122 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77401283	FLASH LEARNING
Registration Number:	3063777	FLASH SKILLS
Registration Number:	3150545	FLASH KIDS
Registration Number:	3152910	FLASH THE DOG
Registration Number:	2953550	FLASH KIDS
Registration Number:	2953549	FLASH KIDS
Registration Number:	2958289	LEARNING IN A FLASH
Registration Number:	2953548	
Registration Number:	3161066	
Registration Number:	2953547	FLASH KIDS LEARNING IN A FLASH
Registration Number:	3032829	FLASH KIDS

CORRESPONDENCE DATA

Fax Number: (212)261-9864

900107774

**TRADEMARK
 REEL: 003789 FRAME: 0249**

CH \$290.00 77401283

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-541-2064
Email: nyuspto@bryancave.com
Correspondent Name: Todd Braverman, Esq.
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0149940
NAME OF SUBMITTER:	Todd Braverman
Signature:	/tjbraverman/
Date:	05/30/2008

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of the 30th day of April, 2008 by and between SparkNotes LLC, a New York limited liability company, located at 120 Fifth Avenue, New York, NY 10011 ("Assignor") and Barnes & Noble, Inc., a Delaware corporation, located at 122 Fifth Avenue, New York, NY 10011 ("Assignee").

WHEREAS, Assignor has adopted and used in its business the fictitious names, logos, designs, domain names, common law trademarks and service marks and trademark and service mark registrations and applications listed on the attached Schedule A (hereinafter referred to as the "Marks"); and

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

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 Marks, 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 Marks, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, including, but not limited to, the use of the Marks 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 Marks, 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 Marks 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 as of the day and year first above written.

SPARKNOTES LLC

By: J. Alan Fahn

Its: PRESIDENT

SCHEDULE A
TRADEMARKS

	Serial Number	Reg. Number	Word Marks
1	78677504	3063777	FLASH SKILLS
2	78544954	3150545	FLASH KIDS
3	78544949	3152910	FLASH THE DOG
4	78544934	3161066	FLASH THE DOG DESIGN
5	78282758	2953550	FLASH KIDS
6	78282752	2953549	FLASH KIDS
7	78282745	2958289	LEARNING IN A FLASH
8	78282744	2953548	FLASH LOGO
9	78282737	2953547	FLASH KIDS LEARNING IN A FLASH
10	78254614	3032829	FLASH KIDS
11	77401283		FLASH LEARNING