

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee from Barnes & Noble Booksellers, Inc. to Barnes & Noble College Booksellers, Inc. previously recorded on Reel 003015 Frame 0705. Assignor(s) hereby confirms the Assigns the entire interest and the goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFSI, Inc.		10/06/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barnes & Noble College Booksellers, Inc.		
Street Address:	120 Mountain View Boulevard		
City:	Basking Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07920		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2767537	YIKES	
CORRESPONDENCE DATA			
Fax Number: (212)261-9864 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone: 2125412064			
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:	0141161 - YIKES!		
NAME OF SUBMITTER:	Todd Braverman, Esq.		
Signature:	/tjbraverman/		

CH \$40.00 2767537

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TRADEMARK
REEL: 003864 FRAME: 0499

Date:

10/03/2008

Total Attachments: 5

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Form TTB-1094 (Rev. 06/04)

OMB Collection 0551-0067 (exp. 06/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
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):

GFSI, Inc.

9700 Commerce Parkway
Lenexa, KS 66219

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

Citizenship (see guidelines) Delaware Corp.

Execution Date(s) October 25, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and

A. Trademark Application No.(s)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenships attached? ☐ Yes ☒ No

Name: Barnes G Noble Bookshelters, Inc.

Internal

Address:

Street Address: 122 Fifth Avenue

City: New York

State: New York

Country: USA Zip: 10011-5602

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ 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)

Identification or description of the Trademark.

B. Trademark Registration No.(s)

2767537

Additional types(s) attached? ☐ Yes ☒ No

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

YTKBS

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

Name: Lawrence A. Swain

Internal Address:

Shughart Thomson & Kilroy, P.C.

Street Address: 9225 Indian Creek Pkwy.
Suite 1100

City: Overland Park

State: Kansas Zip: 66210

Phone Number: 913-451-3355

Fax Number: 913-451-3361

Email Address: lswain@stklaw.com

6. Signature:

Lawrence A. Swain

Signature

Name of Person Signing

8. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 40.00

- ☐ 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 12-1660

Authorized User Name: Shughart Thomson & Kilroy, P.C.

Date

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 506-2555, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1463, Alexandria, VA 22310-1463

AMENDMENT TO ASSIGNMENT OF TRADEMARK

THIS AMENDMENT TO ASSIGNMENT OF TRADEMARK, effective as of October 6, 2004, by and between GFSI, Inc., a Delaware corporation, located at 9700 Commerce Parkway, Lenexa, KS 66219 ("Assignor") and Barnes & Noble College Booksellers, Inc., a New York corporation, located at 120 Mountain View Boulevard, Basking Ridge, NJ 07920 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Assignment of Trademark, effective as October 6, 2004, whereby Assignor assigned to Assignee all of its right, title and interest in and to the mark YIKES!, U.S. Registration No. 2,767,537, together with the goodwill of the business symbolized by the Mark, and the registration thereof (the "Mark");

WHEREAS, Assignee was incorrectly listed in the Assignment of Trademark as Barnes & Noble Booksellers, Inc.;

WHEREAS, the parties are desirous of correcting the listing of Assignee in the Assignment of Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, Barnes & Noble College Booksellers, Inc., 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 is 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 AMENDMENT TO ASSIGNMENT OF TRADEMARK for and on behalf of Assignor, effective as of October 6, 2004.

GFSI, INC.

By: 

Larry D. Graveel
President

ASSIGNMENT OF TRADEMARK

WHEREAS, GFSI, Inc., a Delaware corporation, 9700 Commerce Parkway, Lenexa, Kansas 66219, (the "Assignor"), has adopted, used, is using and owns the following trademark (the "Mark"), which is now registered in the United States Patent and Trademark Office:

TRADEMARK

REGISTRATION NO.

DATE OF
REGISTRATION

YIKES

2,767,537

September 23, 2003

WHEREAS, Barnes & Noble Booksellers, Inc., a Delaware corporation, 122 Fifth Avenue, New York, New York 10011-5602, (the "Assignee"), is desirous of acquiring the Mark and the registration thereof;

NOW, THEREFORE, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee all of its right, title and interest in the United States in and to the Mark together with the goodwill of the business symbolized by the Mark, and the registration thereof.

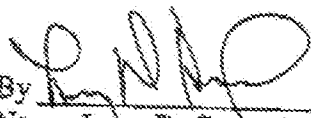
FURTHERMORE, the parties agree that the effective date of this assignment shall be October 6, 2004.

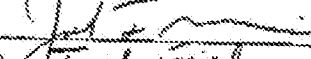
ASSIGNOR:

ASSIGNEE:

GFSI, INC.

BARNES & NOBLE
BOOKSELLERS, INC.

By 
Name Larry D. Graveel
Title President
Date 10/23/04

By 
Name J. Paul Friedman
Title VP General Merchandise
Date 10-21-04

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RECORDED: 10/03/2008

GEAR FOR SPORTS

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