

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
BORDERS GROUP, INC.		09/30/2011	CORPORATION: MICHIGAN
BORDERS, INC.		09/30/2011	CORPORATION: COLORADO
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3044066	GIFTMIXER 3000	
Registration Number:	2982803	ALL THINGS LOCAL	
Registration Number:	2941070	GREAT COOKS & THEIR BOOKS	
CORRESPONDENCE DATA			
Fax Number:	(646)878-0801		
Phone:	646-878-0820		
Email:	TM-USPTO@pczlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Todd Braverman, Esq.		
Address Line 1:	1500 Broadway, 12th Floor		
Address Line 2:	Pearl Cohen Zedek Latzer LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	700657-42-01		

CH \$90.00 3044066

900204785

**TRADEMARK
 REEL: 004642 FRAME: 0888**

NAME OF SUBMITTER:	Todd Braverman
Signature:	/tjbraverman/
Date:	10/17/2011
Total Attachments: 5 source=Borders Trademark Assignment - Final#page1.tif source=Borders Trademark Assignment - Final#page2.tif source=Borders Trademark Assignment - Final#page3.tif source=Borders Trademark Assignment - Final#page4.tif source=Borders Trademark Assignment - Final#page5.tif	

BORDERS, INC. TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of September 30, 2011, among BORDERS GROUP, INC., a Michigan corporation ("Parent"), BORDERS, INC., a Colorado corporation ("Borders") and, together with Parent, the "Assignors") and BARNES & NOBLE, INC., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to, and upon the terms of, that that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 21, 2011, among Assignors and Assignee, Assignors have agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to accept, Assignors' worldwide right, title and interest in, to and under the trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor, registered in the name of any of the Assignors or any of their former affiliates that have merged into an Assignor, including but not limited to Borders Properties, Inc., in any and all countries, as set forth on Schedule A annexed hereto (hereafter, collectively referred to as the "Trade Marks");

WHEREAS, Assignors desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignors' right, title and interest in, to and under the Trade Marks.

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all of Assignors' worldwide right, title and interest in, to and under the Trade Marks, together with the right to claim priority in all countries in accordance with international law, any and all rights corresponding to said Trade Marks in countries throughout the world, and, subject to any exclusions or limitations in the Purchase Agreement, all of Assignors' rights to sue for past, present or future infringement of said Trade Marks worldwide together with all claims for damages by reason of past, present or future infringement of said Trade Marks, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Trademark Assignment not been made.

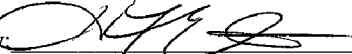
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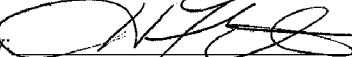
IN WITNESS WHEREOF, Assignors and Assignee have caused their respective duly authorized officers to execute this Trademark Assignment as of the date first above written.

ASSIGNORS:

BORDERS GROUP, INC.

By: 
Name: Holly Felder Etlin
Title: President

BORDERS, INC.

By: 
Name: Holly Felder Etlin
Title: President

ASSIGNEE:

BARNES & NOBLE, INC.

By: _____
Name: Gene DeFelice
Title: Vice President, General Counsel and
Corporate Secretary

Signature Page to Borders Trademark Assignment

IN WITNESS WHEREOF, Assignors and Assignee have caused their respective duly authorized officers to execute this Trademark Assignment as of the date first above written.

ASSIGNORS:

BORDERS GROUP, INC.

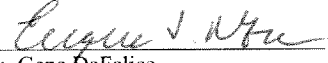
By: _____
Name: Holly Felder Etlin
Title: President

BORDERS, INC.

By: _____
Name: Holly Felder Etlin
Title: President

ASSIGNEE:

BARNES & NOBLE, INC.

By: 
Name: Gene DeFelice
Title: Vice President, General Counsel and
Corporate Secretary

Signature Page to Borders Trademark Assignment

[3307599]

SCHEDULE A
BORDERS ACTIVE US TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85075259	4003750	BORDERS REWARDS +	TARR	LIVE
2	85075244	4003748	BORDERS REWARDS PLUS	TARR	LIVE
3	85045746	3946203	AREA E	TARR	LIVE
4	78787840	3158744	BORDERS OUTLET	TARR	LIVE
5	78750522	3157981	BORDERS REWARDS	TARR	LIVE
6	78729935	3145221	MIDNIGHT MAGIC PARTY	TARR	LIVE
7	77753577	3748957	SHELF INDULGENCE	TARR	LIVE
8	77734493	3701720	DELICIOUS LIFE	TARR	LIVE
9	77724593	3798463	BORDERS SHORTLIST	TARR	LIVE
10	77723342	3822898	BORDERS INK	TARR	LIVE
11	77706589	3798348	SHORTLIST	TARR	LIVE
12	77473843	3599990	BORDERS.COM	TARR	LIVE
13	77251695	3473505	MAGIC SHELF	TARR	LIVE
14	76595570	2980661	BORDERS BOOKS MUSIC MOVIES CAFE	TARR	LIVE
15	76587802	3009250	BORDERS EXPRESS	TARR	LIVE
16	76622287	3044066	GIFTMIXER 3000	TARR	LIVE
17	76597659	2982803	ALL THINGS LOCAL	TARR	LIVE
18	76415147	2941070	GREAT COOKS & THEIR BOOKS	TARR	LIVE
19	75465857	2224415	BORDERS BOOKS MUSIC CAFE	TARR	LIVE
21	74713749	1996858	ORIGINAL VOICES	TARR	LIVE
22	74562922	2044230	BORDERS	TARR	LIVE
23	74398474	1827878	BORDERS BOOKS & MUSIC	TARR	LIVE
24	74347574	1792079	BORDERS	TARR	LIVE
25	73270671	1187210	BORDERS BOOK SHOP	TARR	LIVE

WALDENBOOKS

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	75196486	2459914	WALDENBOOKS	TARR	LIVE
3	74702187	2017186	WALDENBOOKS	TARR	LIVE
4	74516320	1886029	ROMANTIC READER	TARR	LIVE
5	74516316	1879743	HAILING FREQUENCIES	TARR	LIVE
6	74049152	1649653	WALDENBOOKS PREFERRED READER	TARR	LIVE
7	73571218	1493633	BRENTANO'S	TARR	LIVE