

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
Fission LLC		04/24/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	barnesandnoble.com llc
Street Address:	76 Ninth Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Serial Number:	85606304	
Serial Number:	85594705	GLOWLIGHT
Serial Number:	85543514	WHAT'S YOUR NOOK?
Serial Number:	85543671	NOOK AUDIO
Serial Number:	85526559	NOOK ANYWHERE
Serial Number:	85526563	NOOK APPS
Serial Number:	85526568	NOOK BOUTIQUE
Serial Number:	85526573	NOOK LIBRARY
Serial Number:	85526576	NOOK MAGAZINE
Serial Number:	85526582	NOOK NEWSPAPER
Serial Number:	85526585	NOOK NEWSSTAND
Serial Number:	85526591	NOOK IN BUSINESS
Serial Number:	85526593	NOOK IN EDUCATION
Serial Number:	85526598	NOOK BOOK ENHANCED

CH \$2065.00 85606304

TRADEMARK

Serial Number:	85526600	NOOK FRIENDS
Serial Number:	85555971	FASTPAGE
Serial Number:	85525091	NOOK INSTANT ANSWERS
Serial Number:	85525099	NOOK SNAPS
Serial Number:	85525106	NOOK COMICS
Serial Number:	85525116	NOOK DIGITAL SHOPS
Serial Number:	85525129	NOOK CLOUD
Serial Number:	85525136	NOOK SYNC
Serial Number:	85525141	NOOK DAILY FINDS
Serial Number:	85525156	NOOK NEXTS
Serial Number:	85525163	NOOK FIRST
Serial Number:	85525199	NOOK BOOKS
Serial Number:	85513023	NOOK OS
Serial Number:	85513029	BOOK OS
Serial Number:	77751835	NOOK
Serial Number:	77768961	HOOT
Serial Number:	77849452	N
Serial Number:	77851465	LENDME
Serial Number:	85051456	NOOK
Serial Number:	85057191	NOOK WIFI
Serial Number:	85057197	NOOKWIFI
Serial Number:	85057198	NOOK2
Serial Number:	85057203	NOOK 2
Serial Number:	85057211	NOOK KIDS
Serial Number:	85057212	NOOKKIDS
Serial Number:	85160544	NOOK KIDS
Serial Number:	85070365	NOOK CONNECT
Serial Number:	85070367	NOOKCONNECT
Serial Number:	85070392	NOOK STUDY
Serial Number:	85076306	NOOKSTUDY
Serial Number:	85075245	NOOK COOK
Serial Number:	85076312	NOOKCOOK
Serial Number:	85101314	N S
Serial Number:	85101723	NS
Serial Number:	85159205	

	85160064	N
Serial Number:	85160318	ARTICLEVIEW
Serial Number:	85160367	READ WHAT YOU LOVE. ANYWHERE YOU LIKE.
Serial Number:	85160390	THE ULTIMATE READING EXPERIENCE
Serial Number:	85160401	TOUCH THE FUTURE OF READING
Serial Number:	85160410	TOUCH THE FUTURE OF READING NOW
Serial Number:	85160435	NOOK BOOK
Serial Number:	85160461	NOOKSTORE
Serial Number:	85160469	NOOKBOOKSTORE
Serial Number:	85160489	NOOK SMART
Serial Number:	85160497	NOOK SMART BOOK READY
Serial Number:	85160593	DAILY SHELF
Serial Number:	85160616	THE DAILY
Serial Number:	85160956	NOOKCHAT
Serial Number:	85160969	NOOK DEVELOPER
Serial Number:	85160994	N
Serial Number:	85161002	NOOK
Serial Number:	85161034	NOOK
Serial Number:	85161063	VIVIDVIEW
Serial Number:	85161075	ALIVETOUCH
Serial Number:	85161094	NOOKCOLOR
Serial Number:	85161107	NOOK COLOR
Serial Number:	85171691	READER'S TABLET
Serial Number:	85177628	READ TO ME
Serial Number:	85196275	TOUCH THE FUTURE OF READING TODAY
Serial Number:	85196297	NOOKSELLERS
Serial Number:	85258609	READ FOREVER
Serial Number:	85312389	MYNOOK
Serial Number:	85331684	NOOK COMMUNITY EDITION
Serial Number:	85446579	NOOK SIMPLE TOUCH
Serial Number:	85464514	NOOK TABLET
Serial Number:	85302116	IF YOU LOVE READING, THIS IS YOUR TABLET.
Serial Number:	85279855	THE SIMPLE TOUCH READER

CORRESPONDENCE DATA

TRADEMARK
REEL: 004763 FRAME: 0212

Fax Number: 6468780801

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 646-878-0820

Email: TM-USPTO@pczlaw.com

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 10011

ATTORNEY DOCKET NUMBER:	700657-12-00
NAME OF SUBMITTER:	Todd Braverman, Esq.
Signature:	/tjbraverman/
Date:	04/24/2012

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of April 24, 2012 ("Effective Date") by and between Fission LLC, a Delaware limited liability company, located at 122 Fifth Avenue, New York, NY 10011 ("Assignor") and barnesandnoble.com llc, a Delaware limited liability company, located at 76 Ninth Avenue, 9th Floor, New York, NY 10011 ("Assignee").

WHEREAS, Assignor has adopted and used in its business the trade names, 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");

WHEREAS, Assignee 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.

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.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

ASSIGNOR:
FISSION LLC

By: Bradley A. Fewer
Name: BRADLEY A. FEWER
Title: VICE PRESIDENT, ASSISTANT
GENERAL COUNSEL

ASSIGNEE:
barnesandnoble.com llc

By: Bradley A. Fewer
Name: BRADLEY A. FEWER
Title: VICE PRESIDENT, ASST. GENERAL COUNSEL

State of NEW YORK)
County of NEW YORK) ss:

On this 24th day of April, 2012, personally appeared BRADLEY A. FEWER, VICE PRESIDENT & ASSISTANT GENERAL COUNSEL of Fission LLC, the Assignor above named, and acknowledged that he executed the foregoing Trademark Assignment Agreement on behalf of said Assignor and pursuant to authority duly received, and who, having been duly sworn, stated that any representations therein contained are true.

JESSICA A. FADEM
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6236273
Qualified in Kings County
My Commission Expires February 28, 2015





Jessica A. Fadem
Notary Public




SCHEDULE A



Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Applicant-Owner	Country
"n"	09	85506304	April 24, 2012			Fission LLC	United States
GLOWLIGHT	09	85594705	April 11, 2012			Fission LLC	United States
WHAT'S YOUR NOOK?	09	85543514	February 15, 2012			Fission LLC	United States
NOOKAUBIO	09	85543671	February 15, 2012			Fission LLC	United States
NOOK ANYWHERE	09	85526559	January 26, 2012			Fission LLC	United States
NOOK APPS	09, 35 and 42	85526563	January 26, 2012			Fission LLC	United States
NOOK BOUTIQUE	35	85526558	January 26, 2012			Fission LLC	United States
NOOK LIBRARY	09	85526573	January 26, 2012			Fission LLC	United States
NOOK MAGAZINE	09	85526576	January 26, 2012			Fission LLC	United States
NOOK NEWSPAPER	09	85526582	January 26, 2012			Fission LLC	United States
NOOK NEWSSTAND	09	85526585	January 26, 2012			Fission LLC	United States
NOOK IN BUSINESS		85526591	January 26, 2012			Fission LLC	United States
NOOK IN EDUCATION	09	85526593	January 26, 2012			Fission LLC	United States

Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Applicant-Owner	Country
NOOK BOOK ENHANCED	09	85526598	January 26, 2012			Fission LLC	United States
NOOK FRIENDS	09, 42 and 45	85526600	January 26, 2012			Fission LLC	United States
FASTPAGE	09	85555971	February 29, 2012			Fission LLC	United States
NOOK INSTANT ANSWERS	35 and 42	85525091	January 25, 2012			Fission LLC	United States
NOOK SNAPS	09	85525099	January 25, 2012			Fission LLC	United States
NOOK COMICS	09	85525106	January 25, 2012			Fission LLC	United States
NOOK DIGITAL SHOPS	35	85525116	January 25, 2012			Fission LLC	United States
NOOK CLOUD	09	85525129	January 25, 2012			Fission LLC	United States
NOOK SYNC	09	85525136	January 25, 2012			Fission LLC	United States
NOOK DAILY FINDS	09	85525141	January 25, 2012			Fission LLC	United States
NOOK NEXTS	09 and 41	85525156	January 25, 2012			Fission LLC	United States
NOOK FIRST	35 and 42	85525163	January 25, 2012			Fission LLC	United States
NOOK BOOKS	09	85525199	January 25, 2012			Fission LLC	United States
NOOK OS	09	85533023	January 10, 2012			Fission LLC	United States

Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Applicant-Owner	Country
BOOK OS		85513029	January 10, 2012			Fission LLC	United States
NOOK	09	77751835	04-Jun-09	4023198	06-Sep-11	FISSION LLC	United States
HOOT	09	77768961	26-Jan-09			FISSION LLC	United States
N (stylized)	09	77849452	15-Oct-09	3901723	04-Jan-11	FISSION LLC	United States
n	09, 38, 41	77851465	19-Oct-09	3891213	14-Dec-10	FISSION LLC	United States
LENDME							
NOOK (in lower case letters)	09	85051456	01-Jun-10	4013504	16-Aug-11	FISSION LLC	United States
nook							
NOOK WIFI	09	85057191	08-Jun-10			FISSION LLC	United States
NOOKWIFI	09	85057197	08-Jun-10			FISSION LLC	United States
NOOK2	09	85057198	08-Jun-10			FISSION LLC	United States
NOOK 2	09	85057203	08-Jun-10			FISSION LLC	United States
NOOK KIDS	09	85057211	08-Jun-10			FISSION LLC	United States
NOOKKIDS	09	85057212	08-Jun-10			FISSION LLC	United States
NOOK KIDS Logo	09, 38, 41, 45	85160544	25-Oct-10			FISSION LLC	United States
nook kids							
NOOK CONNECT	09, 42	85070365	24-Jun-10			FISSION LLC	United States

Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Applicant-Owner	Country
NOOKCONNECT	09, 42	85070367	24-Jun-10			FISSION LLC	United States
NOOK STUDY	09, 41	85070392	24-Jun-10			FISSION LLC	United States
NOOKSTUDY	09, 41	85076306	01-Jun-10			FISSION LLC	United States
NOOK COOK	09	85075245	30-Jun-10			FISSION LLC	United States
NOOKCOOK	09	85076312	01-Jul-10			FISSION LLC	United States
NS (Stylized) in Green	09, 41	85101314	05-Aug-10			FISSION LLC	United States
							
NS (Stylized) in Black	09, 41	85101723	06-Aug-10			FISSION LLC	United States
							
LENDME DESIGN	09, 38, 41	85159205	22-Oct-10	4084858	January 10, 2012	FISSION LLC	United States
							
N DESIGN (B/W)	09	85160064	25-Oct-10	3984893	28-Jun-11	FISSION LLC	United States
							
ARTICLEVIEW	09	85160318	25-Oct-10			FISSION LLC	United States
READ WHAT YOU LOVE. ANYWHERE YOU LIKE	09, 35, 38, 41, 45	85160357	25-Oct-10			FISSION LLC	United States

Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Applicant-Owner	Country
THE ULTIMATE READING EXPERIENCE	09, 35, 38, 41, 45	85160390	25-Oct-10			FISSION LLC	United States
TOUCH THE FUTURE OF READING	09	85160401	25-Oct-10			FISSION LLC	United States
TOUCH THE FUTURE OF READING NOW	09	85160410	25-Oct-10			FISSION LLC	United States
NOOK BOOK	35	85160435	25-Oct-10			FISSION LLC	United States
NOOKSTORE	35	85160461	25-Oct-10			FISSION LLC	United States
NOOKBOOKSTORE	35	85160469	25-Oct-10			FISSION LLC	United States
NOOK SMART	09, 35, 42	85160489	25-Oct-10			FISSION LLC	United States
NOOK SMART BOOK READY	09, 35, 42	85160497	25-Oct-10			FISSION LLC	United States
DAILY SHELF	09	85160593	25-Oct-10			FISSION LLC	United States
THE DAILY & COFFEE CUP DESIGN	41, 42	85160616	25-Oct-10			FISSION LLC	United States
 The Daily							
NOOKCHAT	38	85160936	26-Oct-10			FISSION LLC	United States
NOOK DEVELOPER & design	42	85160969	26-Oct-10			FISSION LLC	United States
							
N STYLIZED LOGO	09, 11, 35, 38, 41, 42, 45	85160994	26-Oct-10			FISSION LLC	United States
							

Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Applicant-Owner	Country
NOOK (WORD)	09, 11, 35, 38, 41, 42, 45	85161002	26-Oct-10			FISSION LLC	United States
NOOK (Color Logo) 	09, 11, 35, 41, 42, 45	85161034	26-Oct-10			FISSION LLC	United States
VIVIDVIEW	09	85161063	26-Oct-10			FISSION LLC	United States
ALIVETOUCH	09	85161075	26-Oct-10			FISSION LLC	United States
NOOKCOLOR	09, 35, 38, 41, 45	85161094	26-Oct-10			FISSION LLC	United States
NOOK COLOR (Logo) 	09, 35, 38, 41, 45	85161107	26-Oct-10			FISSION LLC	United States
READERS TABLET	09	85171691	08-Nov-10			FISSION LLC	United States
READ TO ME	09	85177628	16-Nov-10			FISSION LLC	United States
TOUCH THE FUTURE OF READING TODAY	09	85196275	13-Dec-10			FISSION LLC	United States
NOOKSELLERS	35, 41	85196297	13-Dec-10			FISSION LLC	United States
READ FOREVER	09	85258669	04-Mar-11			FISSION LLC	United States
MYNOOK	42	85312389	04-May-11			FISSION LLC	United States
NOOK COMMUNITY EDITION	09	85331684	26-May-11			FISSION LLC	United States

Mark	Class	Application Number	Application Date	Registration Number	Registration Date	Applicant-Owner	Country
NOOK SIMPLE TOUCH	09	85445579	13-Oct-11			FISSION LLC	United States
NOOK TABLET	09	85464514	04-Nov-11			FISSION LLC	United States
IF YOU LOVE READING, THIS IS YOUR TABLET.	09, 41	85302116	22-Apr-11			FISSION LLC	United States
THE SIMPLE TOUCH READER	09	85279835	March 29, 2011			FISSION LLC	United States