

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------|---|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fictionwise 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: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2543079 | FICTIONWISE | |
| Registration Number: | 3688405 | EREADER.COM | |
| Registration Number: | 3697827 | EREADER | |
| Registration Number: | 2621687 | E-READS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6468780801 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| 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 10036 | | |
| ATTORNEY DOCKET NUMBER: | 700923-12-00 - ASSIGN | | |

CH \$115.00 2543079

| | |
|---|----------------------|
| NAME OF SUBMITTER: | Todd Braverman, Esq. |
| Signature: | /tjbraverman/ |
| Date: | 04/24/2012 |
| Total Attachments: 3 source=Trademark Assignment with Schedule - Fictionwise to BNCOM#page1.tif source=Trademark Assignment with Schedule - Fictionwise to BNCOM#page2.tif source=Trademark Assignment with Schedule - Fictionwise to BNCOM#page3.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of 24th April, 2012 ("Effective Date") by and between Fictionwise LLC, a Delaware limited liability company, located at 76 Ninth Avenue, 9th Floor, 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.

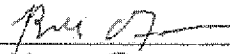
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee all right, title and interest in and to the Marks, including such other trademarks, service marks, trade names, domain names and trade 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.

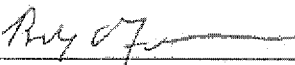
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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:
FICTIONWISE LLC

By: 
Name: BRADLEY A. FEUER
Title: VICE PRESIDENT,
ASSISTANT GENERAL COUNSEL

ASSIGNEE:
barnesandnoble.com llc

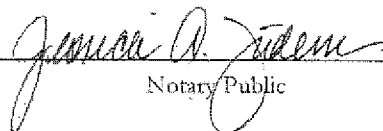
By: 
Name: BRADLEY A. FEUER
Title: VICE PRESIDENT, ASST. GENERAL COUNSEL

State of NEW YORK)
County of NEW YORK)

ss:

On this 24th day of April, 2012, personally appeared BRADLEY A. FEUER, VICE PRESIDENT, ASSISTANT GENERAL COUNSEL of Fictionwise 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. FADEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6236273
Qualified in Kings County
My Commission Expires February 28, 2015


Notary Public

SCHEDULE A

| Word Mark | Serial Number | Reg. Number | Filing Date Registration Date | Goods/Services |
|-------------|---------------|-------------|-------------------------------|---|
| FICTIONWISE | 78039971 | 2543079 | February 26, 2002 | Class 35 - Online electronic retail bookstore services; Computerized on-line ordering services in the field of books; computerized retail store services in the nature of providing an on-line interactive web site featuring books and electronic books; Online electronic retail bookstore services including providing information about books for use in making purchasing decisions |
| EREADER.COM | 77574582 | 3688405 | September 29, 2009 | Class 35 - Computerized on-line retail store services in the field of electronic books; On-line ordering services featuring electronic books; On-line retail store services featuring electronic books; Providing a web-based service that enables individuals to manage the production and publication of electronic books (e-books) and related digital content and offer them for sale to the general public |
| EREADER | 77574548 | 3697827 | October 20, 2009 | Class 35 - Computer software for electronic books; Computer software for electronic books that may be downloaded from a global computer network; Downloadable MP3 files, MP3 recordings, on-line discussion boards, webcasts and podcasts featuring music, audio books and news broadcasts; Downloadable electronic books via the internet and wireless devices; Hand-held electronic dictionaries |
| E-READS | 75590610 | 2621687 | September 17, 2002 | Class 41 - electronic publishing services, namely, publication of books and other printed material in electronic form to be accessed, viewed and/or retrieved from a computer network |