

## 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
Barnes & Noble, Inc.		04/24/2012	CORPORATION: 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: 7			
Property Type	Number	Word Mark	
Serial Number:	85249625	READING INNOVATION LABS	
Serial Number:	85047649	LIFETIME LIBRARY	
Serial Number:	85048406	LIBRARY ADVANTAGE	
Serial Number:	85051416	DIGITAL LIBRARY ADVANTAGE	
Serial Number:	85310770	PUBIT PRO	
Serial Number:	85022712	PUBIT	
Serial Number:	85466767	EMATTER	
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 4:	New York, NEW YORK 10036		

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ATTORNEY DOCKET NUMBER:	700657-12-00
NAME OF SUBMITTER:	Todd Braverman, Esq.
Signature:	/tjbraverman/
Date:	04/24/2012
Total Attachments: 3 source=Trademark Assignment with Schedule - B&N Inc. to BNCOM#page1.tif source=Trademark Assignment with Schedule - B&N Inc. to BNCOM#page2.tif source=Trademark Assignment with Schedule - B&N Inc. to BNCOM#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** ("Assignment") is made and entered into as of the 24<sup>th</sup> day of April, 2012 ("Effective Date") by and between Barnes & Noble, Inc., a Delaware corporation, located at 122 Fifth Avenue, New York, NY 10011 ("Assignor") and barnesandnoble.com llc, a Delaware limited liability company, located at 76 Ninth Avenue, 9<sup>th</sup> 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.



**SCHEDULE A**

Mark	Class	Application Number	Application Date	Reg Number	Reg Date	Applicant-Owner	Country
READING INNOVATION LABS	42	85249625	23-Feb-11			Barnes & Noble, Inc.	United States
LIFETIME LIBRARY	39	85047649	25-May-10			Barnes & Noble, Inc.	United States
LIBRARY ADVANTAGE	39	85048406	26-May-10			Barnes & Noble, Inc.	United States
DIGITAL LIBRARY ADVANTAGE	39	85051416	01-Jun-10			Barnes & Noble, Inc.	United States
PUBIT PRO	35, 41	85310770	03-May-11			Barnes & Noble, Inc.	United States
PUBIT	09, 15, 41, 42	85022712	03-May-11			Barnes & Noble, Inc.	United States
EMATTER	09, 16, 41	85466767	8-Nov11			Barnes & Noble, Inc.	United States