

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
barnesandnoble.com llc		04/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barnes & Noble Booksellers, Inc.		
Street Address:	122 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85050248	ORDER IT TODAY, GET IT TODAY	
Serial Number:	85167374	BOOK SPARK	
Serial Number:	85248027	CAMPUSWORKS	
Serial Number:	77451846	ESSENTIALISTS	
Serial Number:	77418655	COVER STORY	
Serial Number:	77378598	BOOK OBSESSED	
Serial Number:	77373155	GUEST BOOKS	
Serial Number:	76444367	BOOKQUEST	
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		

CH \$215.00 85050248

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:	700657-12-00
NAME OF SUBMITTER:	Todd Braverman, Esq.
Signature:	/tjbraverman/
Date:	04/27/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

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

Word Mark	Serial Number	Reg. Number	Filing Date Registration Date
ORDER IT TODAY, GET IT TODAY	85050248		October 26, 2010
BOOK SPARK	85167374		November 2, 2012
CAMPUSWORKS	85248027		February 22, 2011
ESSENTIALISTS	77451846	3768202	March 30, 2010
COVER STORY	77418655	3525604	October 28, 2008
BOOK OBSESSED	77378598	3525576	October 28, 2008
GUEST BOOKS	77373155	3525559	October 28, 2008
BOOKQUEST	76444367	2792651	December 9, 2003