

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the address of the receiving party previously recorded on Reel 004763 Frame 0594. Assignor(s) hereby confirms the Assignor assigns the entire interest and the goodwill in the listed marks to the Assignee.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barnes & Noble College Booksellers, 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: 30

Property Type	Number	Word Mark
Serial Number:	85560050	INK NEWSSTAND
Serial Number:	85564152	BARNES & NOBLE
Serial Number:	85564167	B&N
Serial Number:	85567574	BN.COM
Serial Number:	85530718	B&N RECOMMENDS
Serial Number:	85530713	BARNES & NOBLE RECOMMENDS
Serial Number:	85527048	B&N PROMISE
Serial Number:	85527039	BARNES & NOBLE PROMISE
Serial Number:	85381642	B&N PARENTS' EXPERT CIRCLE
Serial Number:	77759940	BARNES & NOBLE REDISCOVERS

TRADEMARK

REEL: 004771 FRAME: 0099

Serial Number:	77759929	BARNES & NOBLE REDISCOVERS
Serial Number:	77748165	B&N DIGITAL
Serial Number:	77748163	BARNES & NOBLE DIGITAL
Serial Number:	77574034	BARNES & NOBLE STUDIO
Serial Number:	77375324	BARNES & NOBLE TAGGED!
Serial Number:	77264336	BARNES & NOBLE BOOKSELLERS
Serial Number:	77264335	BARNES & NOBLE
Serial Number:	76148254	BARNES & NOBLE.COM
Serial Number:	76507091	BARNES & NOBLE CLASSICS
Serial Number:	76489445	B&N
Serial Number:	76148253	BARNES&NOBLE.COM
Serial Number:	76130299	B&N UNIVERSITY
Serial Number:	76129782	BARNES & NOBLE UNIVERSITY
Serial Number:	76129779	BARNES & NOBLE TELEVISION
Serial Number:	75783040	BN.COM
Serial Number:	75581204	BARNES & NOBLE BOOKSELLERS
Serial Number:	75580677	BARNES & NOBLE JR.
Serial Number:	75577683	BARNESANDNOBLE.COM
Serial Number:	75492527	INK NEWSSTAND
Serial Number:	73165683	BARNES & NOBLE

CORRESPONDENCE DATA

Fax Number: 6468780801
 Phone: 646-878-0820
 Email: TM-USPTO@pczlaw.com

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

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/

TRADEMARK

REEL: 004771 FRAME: 0100

04/27/2012

Total Attachments: 8

- source=Trademark Assignment with Schedule - B&N College to B&N Booksellers - FINAL - April 27, 2012#page1.tif
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RECEIPT INFORMATION

ETAS ID: TM233494
 Receipt Date: 04/27/2012
 Fee Amount: \$765

TRADEMARK

REEL: 004771 FRAME: 0101

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) is made and entered into as of April 24, 2012 (“Effective Date”) by and between Barnes & Noble College Booksellers, LLC, a Delaware limited liability company, located at 120 Mountain View Boulevard, Basking Ridge, NJ 07920 (“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.

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:
BARNES & NOBLE COLLEGE BOOKSELLERS, LLC

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

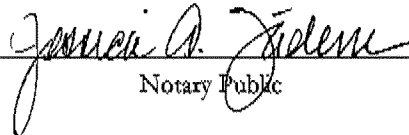
ASSIGNEE:
BARNES & NOBLE BOOKSELLERS, INC.

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 Barnes & Noble College Booksellers, 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


Notary Public

SCHEDULE A

Word Mark	Serial Number	Reg. Number	Filing Date Registration Date	Status
INK NEWSSTAND	85560050		March 5, 2012	Filed
BARNES & NOBLE	85564152		March 8, 2012	Filed
B&N	85564167		March 8, 2012	Filed
BN.COM	85567574		March 13, 2012	Filed
B&N RECOMMENDS	85530718		February 1, 2012	Filed
BARNES & NOBLE RECOMMENDS	85530713		February 1, 2012	Filed
B&N PROMISE	85527048		January 27, 2012	Filed
BARNES & NOBLE PROMISE	85527039		January 27, 2012	Filed
B&N PARENTS' EXPERT CIRCLE	85381642		July 26, 2010	Published on January 17, 2012 Allowed - Statement of Use due September 13, 2012
BARNES & NOBLE REDISCOVERS	77759940	3739535	January 19, 2010	Registered
				
BARNES & NOBLE REDISCOVERS	77759929	3739532	January 19, 2010	Registered
B&N DIGITAL	77748165		May 29, 2009	Allowed - SOU due by May 17, 2012
BARNES & NOBLE DIGITAL	77748163		May 29, 2009	SOU due by May 17, 2012
BARNES & NOBLE STUDIO	77574034	3612074	April 28, 2009	Registered
BARNES & NOBLE TAGGED!	77375324	3525566	October 28, 2008	Registered
BARNES & NOBLE BOOKSELLERS	77264336	3864808	October 19, 2010	Registered
BARNES & NOBLE BOOKSELLERS				
BARNES & NOBLE	77264335	3848163	September 14, 2010	Registered

Word Mark	Serial Number	Reg. Number	Filing Date Registration Date	Status
BARNES & NOBLE				
BARNES & NOBLE.COM	76148254	2512356	November 27, 2001	Registered Renewed
BARNES & NOBLE CLASSICS	76507091	2846265	May 25, 2004	Registered
B&N	76489445	2797319	December 23, 2003	Registered
BARNES&NOBLE.COM	76148253	2519777	December 18, 2001	Registered - Renewal due by December 18, 2011
BARNES&NOBLE®				
B&N UNIVERSITY	76130299	2632807	October 8, 2002	Registered
BARNES & NOBLE UNIVERSITY	76129782	2636657	October 15, 2002	Registered
BARNES & NOBLE TELEVISION	76129779	3006111	October 11, 2005	Registered Renewal due by October 11, 2011 In grace period.
BN.COM	75783040	2360296	June 20, 2000	Registered
BARNES & NOBLE BOOKSELLERS	75581204	2396933	October 24, 2000	Registered
BARNES & NOBLE JR.	75580677	2288021	October 19, 1999	Registered
BARNESANDNOBLE.COM	75577683	2290269	November 2, 1999	Registered
INK NEWSSTAND	75492527	2488036	September 11, 2001	Registered Renewal due by March 11, 2012
BARNES & NOBLE	73165683	1138704	August 12, 1980	Registered



United States Patent and Trademark Office

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Electronic Trademark Assignment System

Confirmation Receipt

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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 College Booksellers, LLC		04/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barnes & Noble Booksellers, Inc.		
Street Address:	76 Ninth Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	85560050	INK NEWSSTAND	
Serial Number:	85564152	BARNES & NOBLE	
Serial Number:	85564167	B&N	
Serial Number:	85567574	BN.COM	
Serial Number:	85530718	B&N RECOMMENDS	
Serial Number:	85530713	BARNES & NOBLE RECOMMENDS	
Serial Number:	85527048	B&N PROMISE	

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REEL: 004771 FRAME: 0106

Serial Number:	85527039	BARNES & NOBLE PROMISE
Serial Number:	85381642	B&N PARENTS' EXPERT CIRCLE
Serial Number:	77759940	BARNES & NOBLE REDISCOVERS
Serial Number:	77759929	BARNES & NOBLE REDISCOVERS
Serial Number:	77748165	B&N DIGITAL
Serial Number:	77748163	BARNES & NOBLE DIGITAL
Serial Number:	77574034	BARNES & NOBLE STUDIO
Serial Number:	77375324	BARNES & NOBLE TAGGED!
Serial Number:	77264336	BARNES & NOBLE BOOKSELLERS
Serial Number:	77264335	BARNES & NOBLE
Serial Number:	76148254	BARNES & NOBLE.COM
Serial Number:	76507091	BARNES & NOBLE CLASSICS
Serial Number:	76489445	B&N
Serial Number:	76148253	BARNES&NOBLE.COM
Serial Number:	76130299	B&N UNIVERSITY
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Serial Number:	76129779	BARNES & NOBLE TELEVISION
Serial Number:	75783040	BN.COM
Serial Number:	75581204	BARNES & NOBLE BOOKSELLERS
Serial Number:	75580677	BARNES & NOBLE JR.
Serial Number:	75577683	BARNESANDNOBLE.COM
Serial Number:	75492527	INK NEWSSTAND

CORRESPONDENCE DATA

Fax Number: 6468780801
Phone: 646-878-0820
Email: TM-USPTO@pczlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail
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:	04/24/2012

Total Attachments: 4

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ETAS ID: TM233140
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 Fee Amount: \$740

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24 APR 2012