

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
	Book Wholesalers, Inc.		04/18/1997
			Entity Type
			CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	BWI Acquisition Corp.		
Street Address:	2233 West Street		
City:	River Grove		
State/Country:	ILLINOIS		
Postal Code:	60171		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1741956	BWI
CORRESPONDENCE DATA			
Fax Number:	312-578-66		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-263-3600		
Email:	thomas.arden@hklaw.com		
Correspondent Name:	Thomas P. Arden		
Address Line 1:	131 S. Dearborn St., 30th Flr.		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	110312.00002/MADREWS		
NAME OF SUBMITTER:	Thomas P. Arden		
Signature:	/Thomas P. Arden/		
Date:	08/02/2012		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

BOOK WHOLESALERS, INC., a Kentucky corporation (the "Seller"), JOSEPH S. NERI, an individual resident of Cincinnati, Ohio, and JOHN WELCH, an individual resident of Lexington, Kentucky (collectively, the "Stockholders"), for good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement dated as of March 27, 1997 (the "Purchase Agreement"), by and among BWI ACQUISITION CORP., an Illinois corporation, as purchaser ("Purchaser"), Seller, as seller, and Stockholders, notwithstanding that the following property may be conveyed by separate and specific transfer documents, by these presents do hereby assign, transfer, sell, convey and deliver to Purchaser, its successors and assigns, all of Seller's and Stockholders' worldwide rights, title and interest as of the date hereof in and to all of the following which are used in the Business (as defined in the Purchase Agreement) or relate in any way to any of the Purchased Assets (as defined in the Purchase Agreement) and in which any of Seller or Stockholders claims any ownership rights: (i) all trademarks, service marks, slogans, trade names, trade dress and the like, including without limitation the name "Book Wholesalers," and the associated goodwill of each (all of the foregoing being collectively referred to herein as the "Trademarks"), together with information regarding all registrations and pending applications to register any such rights; (ii) all common law Trademarks; (iii) all patents on and pending applications to patent any technology or design, together with the associated goodwill of each (all of the foregoing being collectively referred to herein as the "Patents"); (iv) all registration of and applications to register copyrights; (v) all licenses of rights in computer software (exclusive of any computer software developed or written by Fred Vescio), Trademarks, patents, copyrights, unpatented formulations, manufacturing methods and other know-how, whether to or by any of Seller or Stockholders; (vi) all assets, properties, receivables, contracts and rights relating to any of the foregoing, and any and all derivative works that may be secured under laws now or hereinafter in force and effect in the United States of America or in any other country or countries; and (vii) all claims, causes and rights of action, past, present and future, all choses in action, and all rights to recover any damages for past infringements or violations of rights relating to any of the foregoing, all of the foregoing being assigned hereunder being referred to herein collectively as the "Intellectual Property."

TO HAVE AND TO HOLD the Intellectual Property unto Purchaser and its successors and assigns to and for its or their use forever.

SELLER AND STOCKHOLDERS FURTHER agree to execute and deliver to Purchaser, its successors and assigns, all such further assignments, documents and instruments as may be necessary now or at any time hereafter to effectuate the assignment of the Intellectual Property provided hereunder.

SELLER AND STOCKHOLDERS HEREBY constitute and appoint Purchaser, its successors and assigns, as Seller's and Stockholders' true and lawful attorney and attorneys, with full power of substitution, in each of Seller's and Stockholders' names and stead, by, on behalf of and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the Intellectual Property transferred hereunder, and to give receipts and

releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's or any Stockholder's name, or otherwise, for the benefit of Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, its successors or assigns, may deem proper for the assignment to Purchaser of the Intellectual Property, the performance or enforcement of any of the Intellectual Property assigned hereunder, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred, assigned and delivered, or intended so to be, and to do all acts which Purchaser, its successors or assigns, shall deem desirable in connection therewith, Seller and Stockholders hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller and Stockholders in any manner or for any reason whatsoever.

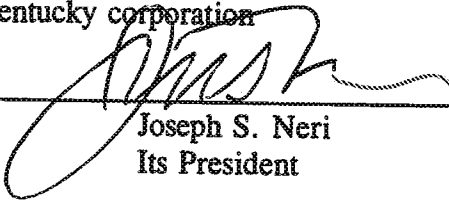
STOCKHOLDERS execute this Assignment in their individual capacity and shall be personally liable hereunder. The parties hereto shall be severally but not jointly liable hereunder.

IN WITNESS WHEREOF, Seller and Stockholders have caused this Assignment of Intellectual Property to be executed on their behalf as of April 18, 1997.

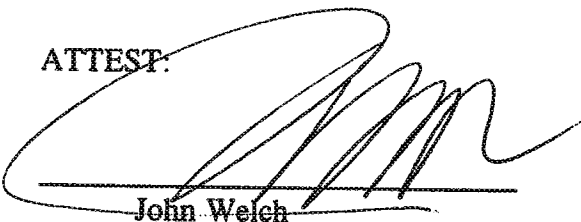
SELLER:

BOOK WHOLESALERS, INC.,
a Kentucky corporation

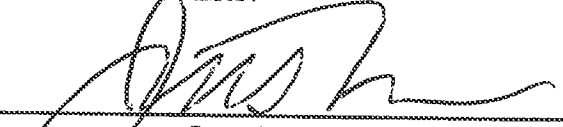
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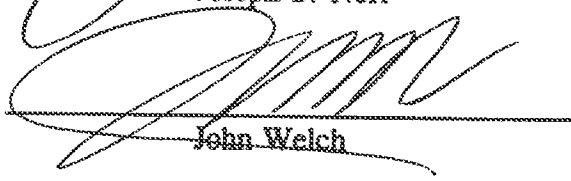

Joseph S. Neri
Its President

ATTEST:


John Welch
Its Secretary

STOCKHOLDERS:


Joseph S. Neri


John Welch

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph S. Neri, President, and John Welch, Secretary, of Book Wholesalers, Inc., a Kentucky corporation, personally known to me to be the persons holding such offices in such corporation whose names are subscribed to the foregoing Assignment of Intellectual Property, appeared before me this day in person and acknowledged that they signed and delivered said Assignment as their free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of April, 1997.

Margaret V. Brueck

Notary Public

My Commission expires: March 8, 2001



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

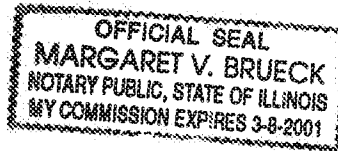
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph S. Neri and John Welch, whose names are subscribed to the foregoing Assignment of Intellectual Property, appeared before me this day in person and acknowledged that they signed and delivered said Assignment as their free and voluntary acts for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of April, 1997.

Margaret V. Brueck

Notary Public

My Commission expires: March 8, 2001



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