

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		11/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pearson Education, Inc.		
Street Address:	One Lake Street		
City:	Upper Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77934314	STORYSPARKS	
Serial Number:	77934305	TIKATOK	
Serial Number:	77934299	TIKATOK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	952-681-3102		
Email:	christine.docherty@pearson.com		
Correspondent Name:	Christine Docherty		
Address Line 1:	5601 Green Valley Drive		
Address Line 4:	Bloomington, MINNESOTA 55437		
NAME OF SUBMITTER:	Christine Docherty		
Signature:	/christinedocherty/		

OP \$90.00 77934314

Date:

11/28/2012

Total Attachments: 3

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EXHIBIT C
TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of November 5th, 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 Pearson Education, Inc., a Delaware corporation, located at One Lake Street, Upper Saddle River, NJ 07458 ("Assignee").

WHEREAS, Assignor has adopted and used in its business and owns 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, Assignor and Assignee are parties to a Termination and Transfer dated November 5, 2012 Ter. Agreement; Assignment and Transfer Agreement

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, domain names, trade 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:
Barnesandnoble.com llc

Approved as to Legal Form


JK 11/5/12
Initials Date

By: [Signature]
Name: Sasha Norkin
Title: VP NOOK Marketing

ASSIGNEE:
Pearson Education, Inc.

By: [Signature]
Name: Lynda Cloud
Title: SUP, PEARSON

Schedule "A"
(Schedule of Trademarks)

No.	Word Mark	Serial Number	Reg. Number	Filing Date Registration Date
1.	STORYSPARKS	77934314	4176051	July 17, 2012
2.	TIKATOK 	77934305	4154533	June 5, 2012
3.	TIKATOK	77934299	4154532	June 5, 2012

(Schedule of Domain Names)

No.	Domain Name
1.	Tikatok.com
2.	Tikatok.net
3.	Tikatok.tv
4.	Tikatok.xxx

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