

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Barnes & Noble Booksellers, Inc.</td> <td></td> <td>04/24/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Barnes & Noble Booksellers, Inc.		04/24/2012	CORPORATION: DELAWARE																
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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																											
ATTORNEY DOCKET NUMBER:	T-7177-US - BN COLLEGE																										
NAME OF SUBMITTER:	Todd Braverman, Esq.																										
Signature:	/tjbraverman/																										
Date:	03/12/2013																										
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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 Booksellers, Inc., a Delaware corporation, located at 122 Fifth Avenue, New York, NY 10011 ("Assignor") and Barnes & Noble College Booksellers, LLC, a Delaware limited liability company, located at 120 Mountain View Boulevard, Basking Ridge, NJ 07920 ("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.

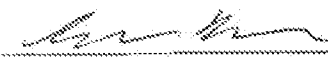
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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 BOOKSELLERS, INC.**

By: 
Name: Elizabeth Brannen
Title: Director, IP

**ASSIGNEE:
BARNES & NOBLE COLLEGE BOOKSELLERS, LLC**

By: 
Name: Elizabeth Brannen
Title: Director, IP

Schedule "A"
(Schedule of Trademarks)

1. CAMPUSWORKS – U.S. Application Serial No. 85248027