

TRADEMA	04/09/2014	HEET
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Electronic Version v1.1
 Stylesheet Version v1.2



ETAS ID: TM300036

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Rec'd. 900284872
 4-9-2014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spiraea LLC		04/02/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Barnes & Noble College Booksellers, LLC
Street Address:	120 Mountain View Boulevard
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
Entity Type:	CORPORATION: DELAWARE Limited Liability Company: Delaware

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	86187386	YUZU
Serial Number:	86187401	YUZU

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@pearlcohen.com
Correspondent Name:	Todd Braverman, Esq.
Address Line 1:	1500 Broadway, 12th Floor
Address Line 2:	Pearl Cohen Zedek Latzer Baratz LLP
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	T-8363-US - YUZU ASSIGN
NAME OF SUBMITTER:	Todd Braverman, Esq.
SIGNATURE:	/tjbraverman/
DATE SIGNED:	04/02/2014

Total Attachments: 3
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CH \$65.00 86187386

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") effective as of April 2, 2014 ("Effective Date") by and between Spiraea LLC, a Delaware limited liability company c/o Capitol Services, Inc. 1675 South State Street, Suite B Dover, DE 19901 ("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, Assignor and Assignee are parties to a Trademark License Agreement, effective as of February 6, 2014;

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.

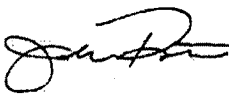
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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:
Spiraea LLC

By: 
Name: _____
Title: _____

ASSIGNEE:
Barnes & Noble College Booksellers, LLC

By: 
Name: Jade Roth
Title: Chief Product Officer

Digitally signed by Jade Roth
DN: cn=Jade Roth, o=Barnes & Noble
College Booksellers, LLC, ou=Vice
President, Textbooks & Digital Strategy,
email=JRothe@bncollege.com, c=US
Date: 2014.03.31 09:31:09 -04'00'

Schedule "A"
(Schedule of Trademarks)

1. YUZU - U.S. Application Serial No. 86187386.
2. YUZU & DESIGN - U.S. Application Serial No. 86187401

The image shows a stylized, hand-drawn logo for the word "YUZU". The letters are thick and have a textured, stippled appearance. The 'Y' is simple, the 'U's are rounded, and the 'Z' is more decorative with a small loop at its base. The entire logo is rendered in a dark, grainy grey.