

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	DISTRIBUTION OF ASSETS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BWI Acquisition, LLC		11/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Baker & Taylor, LLC		
<b>Street Address:</b>	2550 West Tyvola Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28217		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1741956	BWI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	25th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	005655-0030		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (005655-0030)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	02/02/2016		
<b>Total Attachments: 4</b>			
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PLAN OF DISSOLUTION  
OF  
BWI ACQUISITION, LLC

This Plan of Dissolution (this "Plan") is for the purpose of effecting the dissolution and distribution of assets in liquidation of BWI Acquisition, LLC, a Delaware limited liability company (the "Company"), in accordance with and pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act"). The dissolution shall be effected substantially in the following manner:

1. Effective Date. This Plan shall become effective as of the date (the "Effective Date") this Plan is approved and adopted by Baker & Taylor, LLC, the sole and managing member of the Company (the "Sole Member").
2. Cessation of Business. After the Effective Date, the Company shall not engage in any business activities except for the purposes of (i) prosecuting and defending suits, whether civil, criminal or administrative, by or against the Company, (ii) enabling the Company gradually to settle and close its business, dispose of and convey its property, and discharge its liabilities and (iii) distributing its remaining assets, if any, to the Sole Member, all in accordance with this Plan. The officers of the Company, at the pleasure of the Managing Member, shall continue in office solely for these purposes.
3. Dissolution. The Company shall be dissolved pursuant to Section 18-803 of the Act upon the filing of a certificate of cancellation with the Delaware Secretary of State.
4. Payment of Claims and Obligations. The Company shall pay or make reasonable provision to pay all claims and obligations of the Company, including all contingent, conditional or unmatured contractual claims known to the Company. The Company shall also make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company that is the subject of a pending action, suit or proceeding to which the Company is a party. Additionally, the Company shall make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to the Company or that have not yet arisen but that, based upon facts known to the Company, are likely to arise or become known to the Company within ten (10) years after the date of dissolution. If there are sufficient assets, such claims shall be paid in full and any such provision for payment made shall be made in full; however, if assets are insufficient, claims and obligations shall be paid or provided for according to their priority, and claims of equal priority shall be paid or provided for ratably to the extent of legally available assets.
5. Liquidating Distribution. The Company shall and hereby does distribute to the Sole Member all of its remaining assets and other properties, if any, after paying or making reasonable provision to pay all claims and obligations of the Company pursuant to paragraph 4 above (the "Liquidating Distribution"). The Liquidating Distribution, if any, may be made in a single distribution or a series of distributions and may be in cash or kind, in such manner and at such time or times as the Sole Member, in its absolute discretion, may determine.

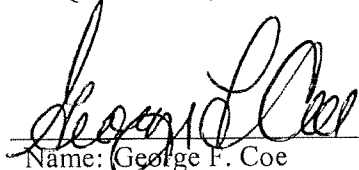
6. Amendments. The Sole Member may authorize such variations from or amendments to the provisions of the Plan as may be necessary or appropriate to effectuate the dissolution, complete liquidation and termination of the existence of the Company, and the distribution of its assets to the Sole Member in accordance with the laws of the State of Delaware..
7. Indemnification. The Company shall continue to indemnify its officers, employees and agents in accordance with applicable law, its Certificate of Formation and Limited Liability Company Agreement of the Company and any contractual arrangements for actions taken in connection with this Plan and the winding up of the affairs of the Company. The Sole Member, in its absolute discretion, is authorized to obtain and maintain insurance for the benefit of such officers, employees and agents to the extent permitted by law.
8. Power of Sole Member. The Sole Member and officers of the Company shall have authority to do or authorize any and all acts and things as provided for in this Plan and any and all such further acts and things as they may consider desirable to carry out the purposes of this Plan, including the execution and filing of all such certificates, documents, information returns, tax returns, and other documents which may be necessary or appropriate to implement this Plan. The Sole Member may authorize such variations from or amendments to the provisions of this Plan as may be necessary or appropriate to effectuate the complete liquidation and dissolution of the Company and the distribution of its assets, if any, to the Sole Member in accordance with the Act. The death, resignation, or other disability of any director or officer of the Company shall not impair the authority of the surviving or remaining director(s) or officer(s) to exercise any of the powers provided for in this Plan.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Company has caused this Plan to be signed by its President and Secretary effective this 19th day of November, 2015.

BWI ACQUISITION, LLC

By: \_\_\_\_\_



Name: George F. Coe

Title: President

*(Signature Page to Plan of Dissolution)*

**TRADEMARK**  
**REEL: 005722 FRAME: 0414**

<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	BWI (Stylized)	1,741,956	12/22/1992