

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LoudCloud Systems, Inc.		03/04/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BNED LoudCloud, LLC		
Street Address:	120 Mountainview Blvd.		
City:	Basking Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07920		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85207874	LOUDCLOUD	
Serial Number:	85597205	LOUDCLOUD	
Serial Number:	85207920	LOUDBOOKS	
Serial Number:	85207904	LOUDCLOUD LIVE	
Serial Number:	85207930	LOUDANALYTICS	
Serial Number:	85313469	LCML	
Serial Number:	85513226	LOUDCLOUD UNIVERSITY SUITE	
Serial Number:	85513276	LOUDCLOUD KNOWLEDGE MANAGEMENT SYSTEM	
Serial Number:	85524008	ONE SIZE DOES NOT FIT ALL	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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>			
Phone:	212-589-4205		
Email:	bhipdocket@bakerlaw.com, apate@bakerlaw.com, fpolicastro@bakerlaw.com		
Correspondent Name:	Alan Pate, Baker Hostetler		
Address Line 1:	45 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10111		
ATTORNEY DOCKET NUMBER:	099921.000008		

CH \$240.00 85207874

NAME OF SUBMITTER:	Alan Pate, Attorney for Assignee
SIGNATURE:	/Alan Pate/
DATE SIGNED:	03/17/2016
Total Attachments: 5 source=bned loud cloud tm assign#page1.tif source=bned loud cloud tm assign#page2.tif source=bned loud cloud tm assign#page3.tif source=bned loud cloud tm assign#page4.tif source=bned loud cloud tm assign#page5.tif	

WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT

This Worldwide Trademark Assignment Agreement (this “**Assignment**”) is made and entered into effective as of March 4, 2016 (“**Effective Date**”) by and between LoudCloud Systems, Inc., a Delaware corporation with an address at 5624 Hillsborough Drive, Plano, Texas 75093 (“**Assignor**”) and BNED LoudCloud, LLC, a Delaware limited liability corporation with an address at 120 Mountainview Blvd., Basking Ridge, NJ 07920 (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 4, 2016 (“**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in, to and under those trademark registrations and applications set forth on Schedule A attached hereto and made a part hereof (collectively, the “**Transferred Trademarks**”); and

WHEREAS, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest of Assignor in, to and under the Transferred Trademarks, together with all common law rights and the goodwill associated with the use of and symbolized by such Transferred Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Transferred Trademarks, including all common law rights therein, together with all benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks, and all goodwill associated with and symbolized by the use of the Transferred Trademarks, and Assignee hereby purchases, takes delivery of and acquires such Transferred Trademarks and accepts such sale, transfer, conveyance and assignment.

3. **Recordation.** Assignor hereby authorizes and requests that the United States Patent and Trademark Office transfer all Transferred Trademarks to Assignee, or otherwise as Assignee may direct.

4. **Miscellaneous.**

(a) This Assignment, the rights of the Parties and all actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(b) Except as otherwise provided herein, each Party shall be solely responsible for and shall bear all of its own costs and expenses incident to its obligations under and in respect of this Assignment and the transactions contemplated hereby.

(c) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.


(d) Except as provided for in Sections 3 and 4 hereof, nothing in this Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Asset Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred Trademarks. In the event of any conflict or ambiguity between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and be controlling.

(e) This Assignment may be executed and delivered manually or by facsimile or other electronic transmission in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly executed by each Party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

LOUDCLOUD SYSTEMS, INC.

By: 
Name: DIVAKAR KARATH
Title: CEO

BNED LOUDCLOUD, LLC

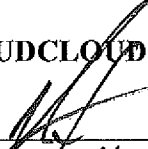
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

LOUDCLOUD SYSTEMS, INC.

By: _____
Name:
Title:

BNEB LOUDCLOUD, LLC

By:  _____
Name: *MAX. J. ROBERTS*
Title: *Chief Executive Officer*

SCHEDULE A

Transferred Trademarks

Mark	Type	Owner	Serial or Reg. No.	Reg. Status
LoudCloud	Text Trademark	LoudCloud Systems, Inc.	85207874	Live
LoudCloud	Graphic Mark	LoudCloud Systems, Inc.	85597205	Live
LoudCloud Live	Text Trademark	LoudCloud Systems, Inc.	85207904	Dead as of June 3, 2013
LoudBooks	Text Trademark	LoudCloud Systems, Inc.	85207920	Live
LoudAnalytics	Text Trademark	LoudCloud Systems, Inc.	85207930	Dead as of July 29, 2013
LCML	Text Trademark	LoudCloud Systems, Inc.	85313469	Dead as of June 24, 2013
LoudCloud University Suite	Text Trademark	LoudCloud Systems, Inc.	85513226	Dead as of June 10, 2013
LoudCloud Knowledge Management System	Text Trademark	LoudCloud Systems, Inc.	85513276	Dead as of September 9, 2013
One Size Does Not Fit All	Text Trademark	LoudCloud Systems, Inc.	85524008	Dead as of September 9, 2013