

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436700

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Campus Book Rentals, Inc.		07/05/2017	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nebraska Book Company, Inc.		
<b>Street Address:</b>	4700 S 19th St		
<b>City:</b>	Lincoln		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68512		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4092520	RENTBACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4024745393		
<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>	4024746900		
<b>Email:</b>	trademark@clinewilliams.com		
<b>Correspondent Name:</b>	John C. Miles		
<b>Address Line 1:</b>	233 S 13th Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Lincoln, NEBRASKA 68508-2095		
<b>ATTORNEY DOCKET NUMBER:</b>	17330.012		
<b>NAME OF SUBMITTER:</b>	John C. Miles		
<b>SIGNATURE:</b>	/John C. Miles/		
<b>DATE SIGNED:</b>	07/26/2017		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

1. **WHEREAS**, on December 21, 2012, Campus Book Rentals, Inc., a Utah corporation having a business address of 2805 South 1900 West, Ogden, Utah 84401 (hereinafter referred to as "Assignor"), entered into an agreement, a copy of which is attached hereto as Exhibit A, with UCENTIVE, LLC, a Utah entity, to purchase and receive an assignment of all right, title and interest throughout the world in and to a certain mark RENTBACK, including all good will related thereto, and a U.S. trademark registration for such mark (Registration No. 4,092,520), a copy of which is attached hereto as Exhibit B; and
2. **WHEREAS**, the RENTBACK trademark has been used since at least as early as March 1, 2011, and has been used in commerce since at least as early as March 1, 2011; and
3. **WHEREAS**, Nebraska Book Company, Inc., a Delaware corporation having a business address of 4700 South 19<sup>th</sup> Street, Lincoln, Nebraska 68512 (hereinafter referred to "Assignee"), is desirous of acquiring the entire right, title and interest of Assignor in said mark and said U.S. trademark registration, and the good will of the business in connection with which said mark is used.
4. **NOW THEREFORE**, in consideration of the sum one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in and to said mark RENTBACK and said U.S. trademark registration (Registration No. 4,092,520), together with the good will of the business in connection with which said mark is used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said mark. Assignor further agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to said mark in the 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.

5. TO BE HELD AND ENJOYED BY, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor has this sale and assignment not been made.

6. IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its officer thereunto duly authorized this 5<sup>th</sup> day of July, 2017.

ASSIGNOR: CAMPUS BOOK RENTALS, INC.

By: [Signature]  
Name: Alan Martin  
Title: CEO

AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

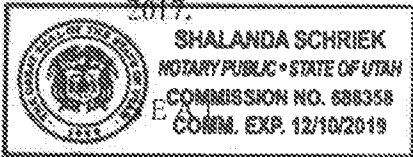
ASSIGNEE: NEBRASKA BOOK COMPANY, INC.

By: [Signature]  
Name: Jay E Amora  
Title: CFO

=====

STATE OF UTAH )  
 ) ss.:  
COUNTY OF WEBER )

Subscribed and sworn to before me this 5 day of July, 2017.



[Signature]  
Notary Public

My Commission Expires: 12.10.2019

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- Individual(s)
- General Partnership
- Corporation-State
- Other UCentive, LLC, a Utah limited liability company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/06/2013

2. Name and address of receiving party(ies)

Name: Campus Book Rentals, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2805 S 1900 W

City: Ordan State: UT Zip: 84401

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

4,092,520

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John C. Miles

Internal Address: Suite 1900

Street Address: 233 S 13th Street

City: Lincoln State: NE Zip: 68508

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## IP ASSIGNMENT AGREEMENT

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 21, 2012 (the "Purchase Agreement") by and between UCentive, LLC, a Utah limited liability company (the "Assignor"), and Campus Book Rentals, Inc., a Delaware Corporation (the "Assignee"), the Assignor has agreed to sell, transfer and assign to the Assignee the Assets, including the Seller IP Rights, Acquired Marks and Goodwill (as those terms are defined in the Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignment. Assignor hereby transfers, conveys and assigns to the Assignee all of its right, title and interest in and to the Seller IP Rights, including the Acquired Marks and Goodwill, including the right to secure such rights under the laws of any other country, throughout the world that are associated with the Seller IP Rights, including the Acquired Marks and Goodwill (if any), and the right to sue and to bring any action or proceeding with respect to the Seller IP Rights, including the Acquired Marks and Goodwill.

2. Further Assurances. Assignor covenants and agrees that it will from time to time and at all times hereafter, upon request and expense of the Assignee, its successors or assigns, perform all reasonable, lawful acts and things and make, execute and deliver any and all other instruments in writing, further applications, papers, affidavits, assignment and other documents which are reasonably necessary to secure and vest in the Assignee, its successor and assigns, the Assignor's entire right, title and interest in and to the Seller IP Rights, including the Acquired Marks and Goodwill, including all applications, papers, affidavits, assignments and other documents required to be filed with the United States Patent and Trademark Office. All legal or other professional fees which may be reasonably incurred after the execution of the Purchase Agreement which shall be associated with the further assurances provided herein this Section 2 shall be borne by Assignee.


3. General. This IP Assignment Agreement shall be subject to the terms and conditions of the Purchase Agreement, and the Purchase Agreement shall prevail to the extent of any conflicts between this IP Assignment Agreement and the Purchase Agreement. This IP Assignment Agreement is to be governed by and construed in all respects in accordance with the laws of the State of Utah.

[Signature lines are on the following page.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment Agreement to be executed by its duly authorized officer on December 16, 2013.

ASSIGNOR:

UCENTIVE, LLC

By:   
\_\_\_\_\_  
Its: CEO

ASSIGNEE:

CAMPUS BOOK RENTALS, INC.

By:  Alan Martin  
\_\_\_\_\_  
Its: CEO

**SCHEDULE 8(f)(i)**

**SELLER IP RIGHTS: Registrations, Applications, and Common Law Rights**

PATENTS:

None.

TRADEMARKS:

Country	Reg #	Mark
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
United States	4,092,520	RENTBACK

WEBSITES – URLs:

[REDACTED]  
[REDACTED]  
[REDACTED]

COMMON LAW RIGHTS:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Rentback

[REDACTED]

Certain copy rights on manuals and other information

APPLICATIONS:

None.



EXHIBIT B

United States of America  
United States Patent and Trademark Office

RENTBACK

Reg. No. 4,092,520  
Registered Jan. 24, 2012  
Int. Cls.: 35 and 41

D. ENTINE, LLC (UTAH LIMITED LIABILITY COMPANY), DBA TEXTBOOKS TOPGURL  
2227 S. 600 EAST  
SALT LAKE CITY, UT 84106

FOR ON-LINE RETAIL STORE SERVICES FEATURING THE PURCHASE OF BOOKS, RE-  
TAIL STORE SERVICES FEATURING THE PURCHASE OF BOOKS, IN CLASS 35 (U.S. CLS.  
100, 101 AND 102)

SERVICE MARK  
SUPPLEMENTAL REGISTER

FIRST USE 7-1-2011, IN COMMERCE 3-1-2011

FOR PURCHASE AND RENTAL OF NEW AND USED TEXTBOOKS, IN CLASS 41 (U.S.  
CLS. 100, 101 AND 107)

FIRST USE 3-1-2011, IN COMMERCE 3-1-2011

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-256 257, FILED PR. 3-2-2011, AM. S.R. 11-8-2011.

DWIGHT L. CARROLL, EXAMINING ATTORNEY



David J. Kypp