

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BARNES & NOBLE, INC.		08/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1792079	BORDERS	
<b>Registration Number:</b>	2044230	BORDERS	
<b>Registration Number:</b>	1187210	BORDERS BOOK SHOP	
<b>Registration Number:</b>	1827878	BORDERS BOOKS & MUSIC	
<b>Registration Number:</b>	2224415	BORDERS BOOKS MUSIC CAFE	
<b>Registration Number:</b>	2459914	WALDENBOOKS	
<b>Registration Number:</b>	2017186	WALDENBOOKS	
<b>Registration Number:</b>	1649653	WALDENBOOKS PREFERRED READER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202.370.4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1115943		
<b>NAME OF SUBMITTER:</b>	Janet S. Wamsley		

OP \$215.00 1792079

<b>SIGNATURE:</b>	/Janet S. Wamsley/
<b>DATE SIGNED:</b>	08/08/2019
<b>Total Attachments: 5</b> source=Barnes & Noble Trademark Filing#page2.tif source=Barnes & Noble Trademark Filing#page3.tif source=Barnes & Noble Trademark Filing#page4.tif source=Barnes & Noble Trademark Filing#page5.tif source=Barnes & Noble Trademark Filing#page6.tif	

NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of August 7, 2019, made by BARNES & NOBLE, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Agent") for the lenders (the "Lenders") that are party to the Credit Agreement, dated as of August 7, 2019 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Chapters Merger Sub Inc. a Delaware corporation (which on the Closing Date shall be merged with and into the Grantor), the other borrowers party thereto (together with the Grantor, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and the Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and the other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of August 7, 2019, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

**SECTION 2. Confirmation of Grant of Security Interest.** The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the

Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

\* \* \*


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BARNES & NOBLE, INC.

By: Bradley A. Feuer  
Name: Bradley A. Feuer  
Title: Vice President, General Counsel and  
Corporate Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By:   
Name: Michael Stavrakos  
Title: Director

SCHEDULE I

Trademark Registrations

<b>Trademark</b>	<b>Owner</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BORDERS	Barnes & Noble, Inc.	Registered/Renewed	74347574	1/11/93	1792079	9/7/93
BORDERS	Barnes & Noble, Inc.	Registered/Renewed	74562922	8/19/94	2044230	3/11/97
BORDERS BOOK SHOP.	Barnes & Noble, Inc.	Registered/Renewed	73270671	7/18/80	1187210	1/19/82
BORDERS BOOKS & MUSIC	Barnes & Noble, Inc.	Registered/Renewed	74398474	6/4/93	1827878	3/22/94
BORDERS BOOKS MUSIC CAFE AND DESIGN	Barnes & Noble, Inc.	Registered/Renewed	75465857	4/10/98	2224415	2/16/99
WALDENBOOKS	Barnes & Noble, Inc.	Registered/Renewed	75196486	11/12/96	2459914	6/12/01
WALDENBOOKS	Barnes & Noble, Inc.	Registered/Renewed	74702187	7/17/95	2017186	11/19/96
WALDENBOOKS PREFERRED READER	Barnes & Noble, Inc.	Registered/Renewed	74049152	4/16/90	1649653	7/2/91