

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barnes & Noble, Inc.		07/31/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1792079	BORDERS
Registration Number:	2044230	BORDERS
Registration Number:	1187210	BORDERS BOOK SHOP
Registration Number:	1827878	BORDERS BOOKS & MUSIC
Registration Number:	2224415	BORDERS BOOKS MUSIC CAFE
Registration Number:	2459914	WALDENBOOKS
Registration Number:	2017186	WALDENBOOKS
Registration Number:	1649653	WALDENBOOKS PREFERRED READER

CORRESPONDENCE DATA

Fax Number: 2129096836

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.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Wesley C. Moore, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Wesley C. Moore
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TRADEMARK

SIGNATURE:	/Wesley C. Moore/
DATE SIGNED:	08/26/2020
Total Attachments: 5 source=10.1 BN _ 2L_TMs_ Notice _ Confirm_ Grant SecuritY_BN to AD#page1.tif source=10.1 BN _ 2L_TMs_ Notice _ Confirm_ Grant SecuritY_BN to AD#page2.tif source=10.1 BN _ 2L_TMs_ Notice _ Confirm_ Grant SecuritY_BN to AD#page3.tif source=10.1 BN _ 2L_TMs_ Notice _ Confirm_ Grant SecuritY_BN to AD#page4.tif source=10.1 BN _ 2L_TMs_ Notice _ Confirm_ Grant SecuritY_BN to AD#page5.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 July 31, 2020, made by BARNES & NOBLE, INC., a Delaware corporation (the "Grantor"), in favor of Alter Domus (US) LLC, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Agent") pursuant to the Second Lien Term Loan Credit Agreement, dated as of July 31, 2020 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, MANNINGTREE INVESTMENTS LIMITED and ELLIOTT ASSOCIATES, L.P. (collectively, the "Lenders") and the Agent.

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

WHEREAS, in connection with the Credit Agreement, the Grantor and the other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2020, (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 Lenders 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 Lenders, 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 Lenders 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 Lenders 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.

* * *

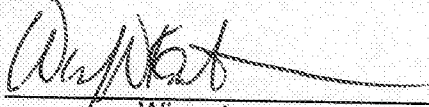
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BARNES & NOBLE, INC.

By: 
Name: Allen W. Lindstrom
Title: Executive Vice President and Chief
Financial Officer

Alter Domus (US) LLC,
as Agent

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks – Barnes & Noble, Inc.]

TRADEMARK
REEL: 007033 FRAME: 0697

SCHEDULE I

Trademark Registrations

Trademark	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
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