

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cram, LLC		05/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	900 W. TRADE STREET		
Internal Address:	NC1-026-06-09		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4685980	STELLAR SPELLER	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	704-343-2000		
Email:	KSALTRICK@MCGUIREWOODS.COM		
Correspondent Name:	MCGUIREWOODS LLP		
Address Line 1:	201 N. TRYON STREET		
Address Line 2:	ATTENTION: E.BUCKLEY		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Elizabeth Buckley		
SIGNATURE:	/s/ Elizabeth Buckley		
DATE SIGNED:	07/07/2021		
Total Attachments: 10			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This **GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of May 28, 2021, is made by and among the parties identified as "Grantors" on the signature pages hereto (each, individually, a "Grantor", and collectively, the "Grantors") and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WHEREAS, a credit facility was established in favor of Barnes & Noble Education, Inc., a Delaware corporation (the "Lead Borrower"), and the other borrowers party to the Credit Agreement (as defined herein) (collectively with the Lead Borrower, the "Borrowers" and, collectively, with the Guarantors (as defined therein), the "Loan Parties"), pursuant to the terms of that certain Credit Agreement, dated as of August 3, 2015 (as amended by the First Amendment to Credit Agreement, dated as of February 27, 2017, as further amended by the Second Amendment to Credit Agreement, dated as of March 1, 2019, as further amended by the Third Amendment and Waiver to Credit Agreement and First Amendment to Security Agreement dated as of March 31, 2021 (the "Third Amendment"), and as further amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"), by and among the Loan Parties, the Lenders party thereto and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), L/C Issuer and Swingline Lender; and

WHEREAS, under the Security Agreement, dated as of August 3, 2015, made by the Grantors (amongst other grantors) and the Collateral Agent (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Collateral (as defined in the Security Agreement), including in (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States or any state thereof, and (b) all renewals thereof ("Trademarks"); and

WHEREAS, pursuant to the terms of the Security Agreement and the Third Amendment, the Grantors are required to execute this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Security Agreement and, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or

otherwise, of the Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of Trademarks, whether now owned or existing or owned, acquired or arising hereafter, including the trademark registrations and trademark applications set forth on Schedule 1 hereto (collectively, the “Trademark Collateral”). Notwithstanding anything to the contrary contained in this Section 2, the security interest granted under this Agreement shall not extend to, and the Trademark Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission to and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral. The Grantors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral is not to be construed as an assignment of any Trademarks.

SECTION 3. **Purpose.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO.

SECTION 4. **Acknowledgment.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL.** The terms of Sections 10.14 and 10.15 of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

**BARNES & NOBLE COLLEGE BOOKSELLERS,
LLC**

MBS TEXTBOOK EXCHANGE, INC.

BARNES & NOBLE EDUCATION, INC.

BNED LOUDCLOUD, LLC

STUDY MODE, INC.

PAPERRATER, LLC

EDUCATE AHORA LLC

CRAM, LLC


By:  _____

Name: Thomas D. Donohue

Title: Executive Vice President and Chief Financial
Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Typed Name: Roger Malouf

Typed Title: Senior Vice President

Barnes & Noble Education, Inc.
Trademark Security Agreement (Third Amendment to Credit Agreement)
Signature Page

TRADEMARK
REEL: 007348 FRAME: 0167

Schedule I
U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Barnes & Noble College Booksellers, LLC	BARNES & NOBLE	12-AUG-1980	1138704
MBS Textbook Exchange, LLC	MBS TEXTBOOK EXCHANGE, LLC (Stylized)  <small>MBS MEMBER EXCHANGE, LLC</small>	23-FEB-1988	1478115
Barnes & Noble College Booksellers, LLC	DEAL DON'T EVER ACCEPT LESS & Design 	06-APR-1999	2237712
Barnes & Noble College Booksellers, LLC	DEAL DON'T EVER ACCEPT LESS	04-MAY-1999	2243690
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE JR.	10-OCT-1999	2288021
Barnes & Noble Booksellers, Inc.	BARNESANDNOBLE.COM	02-NOV-1999	2290269
Barnes & Noble Booksellers, Inc.	BN.COM	20-JUN-2000	2360296
Barnes & Noble Education Inc.	BARTLEBY.COM	29-AUG-2000	2381389
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE BOOKSELLERS	24-OCT-2000	2396933

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Barnes & Noble Education Inc.	BARTLEBY	24-OCT-2000	2397919
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE.COM	27-NOV-2001	2512356
Barnes & Noble College Booksellers, LLC	CAMPUS OUTREACH	08-JUL-2003	2733888
Barnes & Noble College Booksellers, LLC	YIKESI	23-SEP-2003	2767537
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE CLASSICS	25-MAY-2004	2846265
Study Mode, LLC	MONOGRAFIAS.COM	19-OCT-2004	2895706
Barnes & Noble Booksellers, Inc.	B&N	23-DEC-2003	2797319
Barnes & Noble Booksellers, Inc.	B (Stylized) 	19-JUL-2005	2973557
MBS Textbook Exchange, LLC	TEXT-AID	18-JUL-2006	3116998
MBS Textbook Exchange, LLC	TEXTAID	22-AUG-2006	3132489
Barnes & Noble College Booksellers, LLC	DEAL DONT EVER ACCEPT LESS & Design 	12-SEP-2006	3141535
Barnes & Noble College Booksellers, LLC	COLLEGIATE SUPERSTORE	18-MAR-2008	3398491

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Barnes & Noble College Booksellers, LLC	NATIONAL CAMPUS BESTSELLERS	06-MAY-2008	3422332
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE STUDIO	28-APR-2009	3612074
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE REDISCOVERS	19-JAN-2010	3739532
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE REDISCOVERS & Design 	19-JAN-2010	3739535
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE (Stylized) BARNES & NOBLE	14-SEP-2010	3848163
BNED LoudCloud, LLC	LOUDCLOUD	07-FEB-2012	4095476
Study Mode LLC	MAJORTESTS.COM	30-JUL-2013	4375030
Study Mode LLC	MAJORTESTS	19-NOV-2013	4437454
Barnes & Noble College Booksellers, LLC	FACULTYENLIGHT	10-DEC-2013	4448579
Study Mode LLC	STUDYMODE	24-DEC-2013	4455754
Study Mode LLC	INSPIRING BETTER GRADES	24-DEC-2013	4455776
PaperRater, LLC	PAPERATER	20-MAY-2014	4533620
Educate Ahora LLC	BUENAS TAREAS	30-SEP-2014	4614192

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Cram, LLC	STELLAR SPELLER	10-FEB-2015	4685980
Barnes & Noble College Booksellers, LLC	YUZU	09-JUN-2015	4750503
Barnes & Noble College Booksellers, LLC	YUZU (Stylized) 	21-JUL-2015	4775146
Barnes & Noble College Booksellers, LLC	THE COLLEGE JUICE	06-OCT-2015	4826364
Barnes & Noble College Booksellers, LLC	NEXT	25-OCT-2016	5067648
Barnes & Noble College Booksellers, LLC	BNC STUDENT POV	01-NOV-2016	5073699
Barnes & Noble College Booksellers, LLC	THE GLOSSARY	10-JAN-2017	5121218
Barnes & Noble College Booksellers, LLC	THE GLOSSARY and Design 	21-FEB-2017	5148208
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE COLLEGE	12-JUN-2018	5492482
Barnes & Noble Booksellers, Inc.	BARNES & NOBLE EDUCATION	12-JUN-2018	5492483
Barnes & Noble College Booksellers, LLC	TRUE SPIRIT	11-SEP-2018	5561439

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Barnes & Noble College Booksellers, LLC	BNED	03-SEP-2019	5851866
Barnes & Noble College Booksellers, LLC	FIRST DAY	07-JAN-2020	5956256
Barnes & Noble Education Inc.	BARTLEBY YOUR GUIDE TO BETTER LEARNING (Stylized) bartleby	14-JAN-2020	5962451
Barnes & Noble Education Inc.	Z360	04-FEB-2020	5977679
Barnes & Noble Education Inc.	CONVERSATIONS WITH GEN Z	23-JUN-2020	6083525
Barnes & Noble Education Inc.	STUDENT PULSE	21-JUL-2020	6105379
Barnes & Noble College Booksellers, LLC	BRINGING YOU WHAT'S NEXT	06-OCT-2020	6169575

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Barnes & Noble College Booksellers, LLC	ENLIGHT	15-SEP-2017	87610611
Barnes & Noble College Booksellers, LLC	THE GLOSSARY	07-FEB-2019	88293329
Barnes & Noble College Booksellers, LLC	THE GLOSSARY <i>the Glossary</i>	07-FEB-2019	88293336
Barnes & Noble College Booksellers, LLC	THE GLOSSARY	23-FEB-2019	88313144
Barnes & Noble College Booksellers, LLC	THE GLOSSARY <i>the Glossary</i>	23-FEB-2019	88313146
Barnes & Noble College Booksellers, LLC	BNED COLLEGE 2030	05-APR-2021	90623313
Barnes & Noble College Booksellers, LLC	BNC COLLEGE 2030	05-APR-2021	90623315