

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM727135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEBRASKA BOOK COMPANY, INC.		05/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PrismRBS LLC		
Street Address:	4700 S. 19th Street		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68512		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2568157	NBCPRISM	
Registration Number:	5110058	PRISM360	
Registration Number:	2817707	WEBPRISM	
Registration Number:	5795481	PRISMPOS	
Registration Number:	5814499	PRISMCORE	
Registration Number:	6117716	PRISMWEB	
Registration Number:	3484126	WINPRISM	
Registration Number:	6647334	ILUMIA	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
<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:	404-873-8500		
Email:	trademarks@agg.com		
Correspondent Name:	Anuj Desai Arnall Golden Gregory LLP		
Address Line 1:	171 17th Street NW, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	28698.52		
NAME OF SUBMITTER:	Anuj Desai		

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SIGNATURE:	/Anuj Desai/
DATE SIGNED:	05/11/2022
Total Attachments: 5 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into on May 9, 2022 ("Effective Date"), by and between Nebraska Book Company, Inc., a Delaware corporation with a business address of 4700 S. 19th Street, Lincoln, NE 68512 ("Assignor"), and PrismRBS LLC, a Delaware limited liability company with a business address of 4700 S. 19th Street, Lincoln, NE 68512 ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of those registered trademarks and patents shown on Exhibit A attached hereto (hereinafter, collectively, referred to as the "Intellectual Property"); and

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, all rights, title, and interest in and to the Intellectual Property, together with the goodwill associated therewith.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor hereby assigns to Assignee all right, title, and interest as Assignor may possess in and to the Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by said Intellectual Property, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured under law, now hereinafter in effect for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the Assignment had not been made. In addition, Assignor assigns to Assignee all claims to recover for damages and profits for past, present or future infringements or other unauthorized use of the Intellectual Property, together with the right to sue for, and to collect, such damages.

2. **Further Documentation and Actions**. Assignor agrees to execute and deliver at the request of 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 the Intellectual Property 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.

3. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. **Construction**. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives, and to be effective as of the date first above written.

ASSIGNOR:

NEBRASKA BOOK COMPANY, INC.

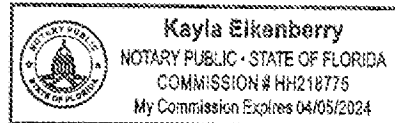
By: *Gary F. Shapiro*
Name: Gary Shapiro
Its: Chief Executive Officer

STATE OF Florida
COUNTY OF Hernando

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Shapiro, whose name as CEO, Nebraska Book Company, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 6 day of May, 2022.

Kayla Eikenberry
Notary Public
My Commission Expires: 4/5/2024



ASSIGNEE:

PRISM RBS LLC

By: *Gary F. Shapiro*
Name: GARY SHAPIRO
Its: CEO

STATE OF Florida
COUNTY OF Hernando

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Shapiro, whose name as CEO, PrismRBS LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 6 day of May, 2022.

Kayla Eikenberry
Notary Public
My Commission Expires: 4/5/2024



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