

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729859

<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>
KNOCK KNOCK, LLC		05/23/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	125 High Street, 11th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2900630	KNOCK KNOCK	
<b>Registration Number:</b>	2900631	KNOCK KNOCK	
<b>Registration Number:</b>	4956084	KNOCK KNOCK	
<b>Registration Number:</b>	4956083	KNOCK KNOCK	
<b>Registration Number:</b>	4956082	KNOCK KNOCK	
<b>Registration Number:</b>	4582710	ALL OUT OF	
<b>Registration Number:</b>	4965501	KNOCK KNOCK	
<b>Registration Number:</b>	4974926	FILL IN THE LOVE	
<b>Registration Number:</b>	5172400	SAY SOMETHING MORE	
<b>Registration Number:</b>	5040987	INNER-TRUTH	
<b>Registration Number:</b>	6190048	KNOCK KNOCK	
<b>Registration Number:</b>	6245699	AFFIRMATORS!	
<b>Registration Number:</b>	5434933	AFFIRMATORS!	
<b>Registration Number:</b>	5717946	WHO'S THERE	
<b>Registration Number:</b>	5704442	WHO'S THERE	
<b>Registration Number:</b>	5195679	GREETING CARDS FOR THE RELATIONSHIPS WER	
<b>Registration Number:</b>	5313244	MY BETTER HALF	
<b>Registration Number:</b>	5491132	EMILY MCDOWELL STUDIO	
<b>Registration Number:</b>	5491141	EMILY MCDOWELL STUDIO	
		<b>TRADEMARK</b>	

OP \$740.00 2900630

Property Type	Number	Word Mark
Registration Number:	6240378	SELF-HELP WITHOUT THE SELF-HELPHY-NESS!
Registration Number:	6241406	EMILY MCDOWELL & FRIENDS
Registration Number:	6247239	EMILY MCDOWELL & FRIENDS
Registration Number:	6391397	EM & FRIENDS
Registration Number:	6564099	EM
Serial Number:	88178571	EM & FRIENDS
Serial Number:	88981768	EM & FRIENDS
Serial Number:	88178579	EM & FRIENDS
Serial Number:	88980855	EM & FRIENDS
Serial Number:	90151876	EM & FRIENDS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** COGENCY GLOBAL Inc.

**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1692140 K
<b>NAME OF SUBMITTER:</b>	Janet S. Wamsley
<b>SIGNATURE:</b>	/Janet S. Wamsley/
<b>DATE SIGNED:</b>	05/24/2022

**Total Attachments: 7**  
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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 May 23, 2022, made by KNOCK KNOCK, LLC, a Delaware limited liability company (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 Barnes & Noble, Inc. a Delaware corporation (the "Lead Borrower"), the other borrowers from time to time party thereto (together with the Lead Borrower, 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 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 that certain Assumption Agreement to the Security Agreement, dated as of May 23, 2022, in favor of the Agent, the Grantor became a party to the Security Agreement;

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.

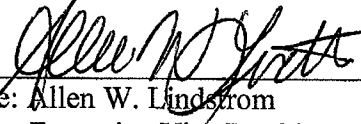
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

\* \* \*

[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.

KNOCK KNOCK, LLC

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

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Agent

By: Maggie Juund  
Name: Maggie Townsend  
Title: Director

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks -Knock Knock,  
LLC]

**TRADEMARK**  
**REEL: 007731 FRAME: 0321**

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>
KNOCK KNOCK	KNOCK KNOCK, LLC	Registered	78/161,008	09/05/2002	2,900,630	11/02/2004
KNOCK KNOCK	KNOCK KNOCK, LLC	Registered	78/161,013	09/05/2002	2,900,631	11/02/2004
KNOCK KNOCK	KNOCK KNOCK, LLC	Registered	85/423,008	09/14/2011	4,956,084	05/10/2016
KNOCK KNOCK	KNOCK KNOCK, LLC	Registered	85/422,990	09/14/2011	4,956,083	05/10/2016
KNOCK KNOCK	KNOCK KNOCK, LLC	Registered	85/422,977	09/14/2011	4,956,082	05/10/2016
ALL OUT OF	KNOCK KNOCK, LLC	Registered	85/928,055	05/09/2013	4,582,710	08/12/2014
KNOCK KNOCK	KNOCK KNOCK, LLC	Registered	86/441,724	10/31/2014	4,965,501	10/07/2014
FILL IN THE LOVE	KNOCK KNOCK, LLC	Registered	86/704,396	07/24/2015	4,974,926	06/07/2016
SAY SOMETHING MORE	KNOCK KNOCK, LLC	Registered	86/793,978	10/20/2015	5,172,400	03/28/2017
INNER TRUTH	KNOCK KNOCK, LLC	Registered	86/899,686	02/05/2016	5,040,987	09/13/2016
KNOCK KNOCK	KNOCK KNOCK, LLC	Registered	86/957,255	03/29/2016	6,190,048	11/03/2020
AFFIRMATORS!	KNOCK KNOCK, LLC	Registered	87/413,080	04/16/2017	6,245,699	01/12/2021
AFFIRMATORS!	KNOCK KNOCK, LLC	Registered	87/976,843	04/16/2017	5,434,933	03/27/2018

Trademark	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
WHO'S THERE	KNOCK KNOCK, LLC	Registered	87/979,837	12/04/2017	5,717,946	04/02/2019
WHO'S THERE	KNOCK KNOCK, LLC	Registered	87/707,109	12/04/2017	5,704,442	03/19/2019
GREETING CARDS FOR THE RELATIONSHIPS WE REALLY HAVE	KNOCK KNOCK, LLC	Registered	87/194,483	10/06/2016	5,195,679	05/02/2017
MY BETTER HALF	KNOCK KNOCK, LLC	Registered	87/177,716	09/20/2016	5,313,244	10/17/2017
EMILY MCDOWELL STUDIO	KNOCK KNOCK, LLC	Registered	87/659,751	10/25/2017	5,491,132	06/12/2018
EMILY MCDOWELL STUDIO	KNOCK KNOCK, LLC	Registered	87/659,923	10/25/2017	5,491,141	06/12/2018
EM & FRIENDS	KNOCK KNOCK, LLC	Pending	88/178,571	11/01/2018		
EM & FRIENDS	KNOCK KNOCK, LLC	Pending	88/981,768	11/01/2018		
EM & FRIENDS	KNOCK KNOCK, LLC	Pending	88/178,579	11/01/2018		
EM & FRIENDS	KNOCK KNOCK, LLC	Pending	88/980,855	11/01/2018		
SELF-HELP WITHOUT THE SELF-HELPY-NESS!	KNOCK KNOCK, LLC	Registered	88/278,250	01/27/2019	6,240,378	01/05/2021
EMILY MCDOWELL & FRIENDS	KNOCK KNOCK, LLC	Registered	88/774,956	01/27/2020	6,241,406	01/05/2021
EMILY MCDOWELL & FRIENDS	KNOCK KNOCK, LLC	Registered	88/774,961	01/27/2020	6,247,239	01/12/2021
EM & FRIENDS	KNOCK KNOCK, LLC	Registered	90/151,869	09/01/2020	6,391,397	06/15/2021
EM & FRIENDS	KNOCK KNOCK, LLC	Pending	90/151,876	09/01/2020		



Trademark	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
EM	KNOCK KNOCK, LLC	Registered	90/158,036	09/03/2020	6,564,099	11/16/2021