

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAPER SOURCE INC.		05/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5620787	BALLOON SPOT	
Registration Number:	3156950	DO SOMETHING CREATIVE EVERY DAY	
Registration Number:	3087640	DO SOMETHING CREATIVE EVERY DAY	
Registration Number:	3085437	DO SOMETHING CREATIVE EVERY DAY	
Registration Number:	3276864	PAPER SOURCE	
Registration Number:	2857817	PAPER SOURCE	
Registration Number:	2857818	PAPER SOURCE	
Registration Number:	2740615	PAPER SOURCE	
Registration Number:	3012960	WASTE NOT PAPER	
Registration Number:	3090118		
Registration Number:	3090116		
Registration Number:	3090117		
Registration Number:	6122929	PAPER SOURCE STONE WRAPPING PAPER ECO FR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 5620787

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

ATTORNEY DOCKET NUMBER: 1692140 PS

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 05/24/2022

Total Attachments: 6

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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 PAPER SOURCE 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 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.

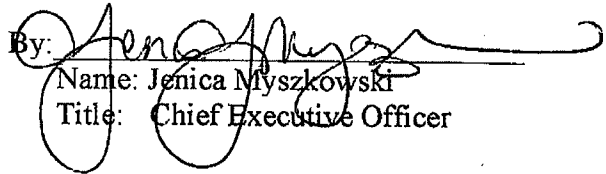
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[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.

PAPER SOURCE INC.

By: 
Name: Jenica Myszkowski
Title: Chief Executive Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Agent

By: Maggie Townsend
Name: Maggie Townsend
Title: Director

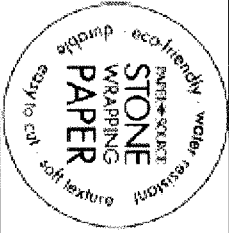
[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks – Paper Source
Inc.]

TRADEMARK
REEL: 007731 FRAME: 0346

SCHEDULE I

Trademark Registrations

Trademark	Owner	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
BALLOON SPOT	PAPER SOURCE INC.	US	Registered	87/804,183	02/20/2018	5,620,787	12/4/2018
DO SOMETHING CREATIVE EVERY DAY	PAPER SOURCE INC.	US	Registered	78/632,931	05/19/2005	3,156,950	10/17/2006
DO SOMETHING CREATIVE EVERY DAY	PAPER SOURCE INC.	US	Registered	78/632,927	05/19/2005	3,087,640	05/2/2006
DO SOMETHING CREATIVE EVERY DAY	PAPER SOURCE INC.	US	Registered	78/629,426	05/13/2005	3,085,437	04/25/2006
PAPER SOURCE	PAPER SOURCE INC.	US	Registered	78/629,421	05/13/2005	3,276,864	08/7/2007
PAPER SOURCE	PAPER SOURCE INC.	US	Registered	78/170,168	10/02/2002	2,857,817	06/29/2004
PAPER SOURCE	PAPER SOURCE INC.	US	Registered	78/170,171	10/02/2002	2,857,818	06/29/2004
PAPER SOURCE	PAPER SOURCE INC.	US	Registered	78/170,173	10/02/2002	2,740,615	07/22/2003
WASTE NOT PAPER	PAPER SOURCE INC.	US	Registered	78/344,973	12/23/2003	3,012,960	11/8/2005
	PAPER SOURCE INC.	US	Registered	78/632,926	05/19/2005	3,090,118	05/9/2006

Trademark	Owner	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
	PAPER SOURCE INC.	US	Registered	78/632,920	05/19/2005	3,090,116	05/9/2006
	PAPER SOURCE INC.	US	Registered	78/632,924	05/19/2005	3,090,117	05/9/2006
	PAPER SOURCE INC.	US	Registered	88/639,456	10/02/2019	6,122,929	08/11/2020