

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733218

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                                    | Formerly | Execution Date | Entity Type                           |
|---|----------|----------------|---------------------------------------|
| Barnes & Noble College Booksellers, LLC |          | 06/07/2022     | Limited Liability Company: DELAWARE   |
| MBS Textbook Exchange, LLC              |          | 06/07/2022     | Limited Liability Company: DELAWARE   |
| Barnes & Noble Education, Inc.          |          | 06/07/2022     | Corporation: DELAWARE                 |
| BNED LoudCloud, LLC                     |          | 06/07/2022     | Limited Liability Company: DELAWARE   |
| Study Mode LLC                          |          | 06/07/2022     | Limited Liability Company: CALIFORNIA |
| PaperRater, LLC                         |          | 06/07/2022     | Limited Liability Company: DELAWARE   |
| Educate Ahora LLC                       |          | 06/07/2022     | Limited Liability Company: DELAWARE   |
| Cram LLC                                |          | 06/07/2022     | Limited Liability Company: DELAWARE   |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | TopLids LendCo, LLC, as Collateral Agent      |
| <b>Street Address:</b>   | c/o Ames Watson, LLC, 6100 Merriweather Drive |
| <b>Internal Address:</b> | Suite 210                                     |
| <b>City:</b>             | Columbia                                      |
| <b>State/Country:</b>    | MARYLAND                                      |
| <b>Postal Code:</b>      | 21044   |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE           |

## PROPERTY NUMBERS Total: 45

| Property Type               | Number  | Word Mark                   |
|-----------------------------|---------|-----------------------------|
| <b>Registration Number:</b> | 1138704 | BARNES & NOBLE              |
| <b>Registration Number:</b> | 1478115 | MBS TEXTBOOK EXCHANGE, LLC  |
| <b>Registration Number:</b> | 2237712 | DEAL DON'T EVER ACCEPT LESS |
| <b>Registration Number:</b> | 2243690 | DEAL DON'T EVER ACCEPT LESS |
| <b>Registration Number:</b> | 2381389 | BARTLEBY.COM                |
| <b>Registration Number:</b> | 2397919 | BARTLEBY                    |

TRADEMARK

| Property Type        | Number   | Word Mark                              |
|----------------------|----------|--|
| Registration Number: | 2733888  | CAMPUS OUTREACH                        |
| Registration Number: | 2767537  | YIKES                                  |
| Registration Number: | 2895706  | MONOGRAFIAS.COM                        |
| Registration Number: | 3116998  | TEXT-AID                               |
| Registration Number: | 3132489  | TEXTAID                                |
| Registration Number: | 3141535  | DEAL DON'T EVER ACCEPT LESS            |
| Registration Number: | 3398491  | COLLEGIATE SUPERSTORE                  |
| Registration Number: | 3422332  | NATIONAL CAMPUS BESTSELLERS            |
| Registration Number: | 4095476  | LOUDCLOUD                              |
| Registration Number: | 4375030  | MAJORTESTS.COM                         |
| Registration Number: | 4437454  | MAJORTESTS                             |
| Registration Number: | 4448579  | FACULTYENLIGHT                         |
| Registration Number: | 4455754  | STUDYMODE                              |
| Registration Number: | 4455776  | INSPIRING BETTER GRADES                |
| Registration Number: | 4533620  | PAPERRATER                             |
| Registration Number: | 4614192  | BUENAS TAREAS                          |
| Registration Number: | 4685980  | STELLAR SPELLER                        |
| Registration Number: | 4750503  | YUZU                                   |
| Registration Number: | 4775146  | YUZU                                   |
| Registration Number: | 4826364  | THE COLLEGE JUICE                      |
| Registration Number: | 5067648  | NEXT                                   |
| Registration Number: | 5073699  | BNC STUDENT POV                        |
| Registration Number: | 5121218  | THE GLOSSARY                           |
| Registration Number: | 5148208  | THE GLOSSARY                           |
| Registration Number: | 5561439  | TRUE SPIRIT                            |
| Registration Number: | 5851866  | BNED                                   |
| Registration Number: | 5956256  | FIRST DAY                              |
| Registration Number: | 5962451  | BARTLEBY YOUR GUIDE TO BETTER LEARNING |
| Registration Number: | 5977679  | Z360                                   |
| Registration Number: | 6083525  | CONVERSATIONS WITH GEN Z               |
| Registration Number: | 6105379  | STUDENT PULSE                          |
| Registration Number: | 6169575  | BRINGING YOU WHAT'S NEXT               |
| Serial Number:       | 87610611 | ENLIGHT                                |
| Serial Number:       | 88293329 | THE GLOSSARY                           |
| Serial Number:       | 88293336 | THE GLOSSARY                           |
| Serial Number:       | 88313144 | THE GLOSSARY                           |
| Serial Number:       | 88313146 | THE GLOSSARY                           |
| Serial Number:       | 90623313 | BNED COLLEGE 2030                      |

| Property Type  | Number   | Word Mark        |
|----------------|----------|------------------|
| Serial Number: | 90623315 | BNC COLLEGE 2030 |

**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:** 3127646944  
**Email:** TMaloney@KSLaw.com  
**Correspondent Name:** Timothy Maloney  
**Address Line 1:** 110 North Wacker Drive, Suite 3800  
**Address Line 4:** Chicago, ILLINOIS 60606

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | C/M#: 31763.253001 |
| <b>NAME OF SUBMITTER:</b>      | Timothy Maloney    |
| <b>SIGNATURE:</b>              | /Timothy Maloney/  |
| <b>DATE SIGNED:</b>            | 06/08/2022         |

**Total Attachments: 7**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

This **GRANT OF SECURITY INTEREST IN TRADEMARKS** (this “Agreement”), dated as of June 7, 2022, is made by and among the parties identified as “Grantors” on the signature pages hereto (each, individually, a “Grantor”, and collectively, the “Grantors”) and TOPLIDS LENDCO, LLC, as collateral agent for the Credit Parties (in such capacity, the “Collateral Agent”).

**WHEREAS**, a credit facility was established in favor of Barnes & Noble Education, Inc., a Delaware corporation (the “Borrower”) pursuant to the terms of that certain Term Loan Credit Agreement, dated as of the date hereof (the “Credit Agreement”), by and among the Borrower, the Guarantors party thereto, the Lenders party thereto and TopLids LendCo, LLC, as Administrative Agent and Collateral Agent; and

**WHEREAS**, under the Security Agreement, dated as of the date hereof, 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 Credit 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 Credit Agreement, 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 Credit 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 Credit 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 Credit 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, LLC  
BARNES & NOBLE EDUCATON, INC.  
BNED LOUDCLOUD, LLC  
STUDY MODE LLC  
PAPERRATER, LLC  
EDUCATE AHORA LLC  
CRAM LLC

By:   
Name: Thomas D. Donohue  
Title: Executive Vice President and Chief Financial Officer

Acknowledged and Accepted:

**TOPLIDS LENDCO, LLC,**  
as Collateral Agent

By:   
Name: William Carr  
Title: President

**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)<br> | 23-FEB-1988      | 1478115         |
| Barnes & Noble College Booksellers, LLC | DEAL DON'T EVER ACCEPT LESS & Design<br>    | 06-APR-1999      | 2237712         |
| Barnes & Noble College Booksellers, LLC | DEAL DON'T EVER ACCEPT LESS  | 04-MAY-1999      | 2243690         |
| Barnes & Noble Education Inc.           | BARTLEBY.COM   | 29-AUG-2000      | 2381389         |
| Barnes & Noble Education Inc.           | BARTLEBY   | 24-OCT-2000      | 2397919         |
| Barnes & Noble College Booksellers, LLC | CAMPUS OUTREACH  | 08-JUL-2003      | 2733888         |
| Barnes & Noble College Booksellers, LLC | YIKESI   | 23-SEP-2003      | 2767537         |
| Study Mode LLC                          | MONOGRAFIAS.COM  | 19-OCT-2004      | 2895706         |
| 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 DON'T EVER ACCEPT LESS & Design<br>    | 12-SEP-2006      | 3141535         |
| Barnes & Noble College Booksellers, LLC | COLLEGIATE SUPERSTORE  | 18-MAR-2008      | 3398491         |
| Barnes & Noble College Booksellers, LLC | NATIONAL CAMPUS BESTSELLERS  | 06-MAY-2008      | 3422332         |
| 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                         | PAPERRATER  | 20-MAY-2014 | 4533620 |
| Educate Ahora LLC                       | BUENAS TAREAS   | 30-SEP-2014 | 4614192 |
| 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)<br>                                      | 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<br>                              | 21-FEB-2017 | 5148208 |
| Barnes & Noble College Booksellers, LLC | TRUE SPIRIT   | 11-SEP-2018 | 5561439 |
| 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<br>(Stylized)<br> | 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<br><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<br><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               |

**TRADEMARK**

**REEL: 007746 FRAME: 0245**

**RECORDED: 06/08/2022**