

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barnes & Noble Education, Inc.		05/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Student Brands, LLC		
Street Address:	523 W. 6th Street		
Internal Address:	Suite 1234		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2397919	BARTLEBY	
Registration Number:	2381389	BARTLEBY.COM	
Registration Number:	5962451	BARTLEBY YOUR GUIDE TO BETTER LEARNING	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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:	212-589-4200		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Gerald J. Ferguson		
Address Line 1:	45 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10111-0100		
ATTORNEY DOCKET NUMBER:	099921.020018		
NAME OF SUBMITTER:	Gerald J. Ferguson		
SIGNATURE:	/Gerald J. Ferguson/		
DATE SIGNED:	05/24/2023		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“Assignment”) is made and entered into this 18th day of May 2023 by and among Student Brands, LLC (“Student Brands”), a Delaware limited liability company having its principal place of business at 523 W. 6th Street, Suite 1234, Los Angeles, CA 90014, on the one hand, and Barnes & Noble Education, Inc. (“BNED”), a Delaware corporation having its place of business at 120 Mountain View Boulevard, Basking Ridge, New Jersey 07920.

WHEREAS, BNED is the owner of all rights, title, and interest in and to various trademarks, both registered and unregistered, used in connection with BNED’s business, including but not limited to the trademarks listed on Schedule A hereto (the “Trademarks”);

WHEREAS, BNED wishes to assign to Student Brands and Student Brands wishes to acquire all rights, title and interest in and to the Trademarks and all goodwill associated with the Trademarks;

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

1. BNED hereby assigns and transfers to Student Brands, and Student Brands hereby accepts receipt of, any and all of each of BNED’s rights, title, and interest in and to the Trademarks, presently existing or which may exist in the future, including, without limitation, all goodwill associated therewith, any and all rights, remedies and entitlements associated therewith, the right to sue and recover damages or other payments for past or present infringements thereof and the right to collect royalties or other payments associated therewith; all said right, title and interest to be held and enjoyed by Student Brands, for its own use and benefit and for the use and benefit of its successors, assigns, and other legal representatives as fully and completely as the same would have been held by BNED if this assignment had not been made.

2. The Commissioner of Trademarks of the United States whose duty is to register and record ownership in trademark rights may register and record Student Brands as the assignee and/or owner of any or all of the Trademarks.

3. Upon written request from Student Brands, BNED shall execute or cause to be executed all documents and instruments that are necessary or desirable on its part to effectuate the intentions of this Assignment and as may be required for Student Brands to confirm, record or otherwise secure formally the rights granted to Student Brands pursuant to this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof.

5. If any provision contained in this Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from this Assignment and such invalidity or unenforceability will not affect any other provision of this Assignment, the balance of which will remain in, and have its intended, full force and effect; provided, however, that if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

6. Schedule A, attached hereto, is made a part of and incorporated in this Assignment by this reference.

Student Brands, LLC

DocuSigned by:
Sudhir Krishnaswamy
D89E83D3113244D...

By: Sudhir Krishnaswamy
Title: CEO, Student Brands

Barnes & Noble Education, Inc.

DocuSigned by:
Michael Miller
0F9C07473557487...

By: Michael C. Miller
Title: Executive Vice President, Corporate
Development & Affairs, Chief Legal Officer

SCHEDULE ARegistered Trademarks

Trademark	Country	Owner	Reg. No.
BARTLEBY	US	Barnes & Noble Education Inc.	2397919
BARTLEBY.COM	US	Barnes & Noble Education Inc.	2381389
BARTLEBY & Design	US	Barnes & Noble Education Inc.	5962451
BARTLEBY & Design	Canada	Barnes & Noble Education Inc.	TMA116725
BARTLEBY & Design	WIPO	Barnes & Noble Education Inc.	1460554
BARTLEBY & Design	Australia	Barnes & Noble Education Inc.	2002440
BARTLEBY & Design	EU	Barnes & Noble Education Inc.	1460554
BARTLEBY & Design	UK	Barnes & Noble Education Inc.	801460554
BARTLEBY & Design	UK	Barnes & Noble Education Inc.	1460554
BARTLEBY & Design	India	Barnes & Noble Education Inc.	4148795