

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Study Mode, LLC		12/18/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Barnes & Noble Education Inc.		
Street Address:	120 Mountain View Boulevard		
City:	Basking Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07920		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2397919	BARTLEBY	
Registration Number:	2381389	BARTLEBY.COM	
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		
ATTORNEY DOCKET NUMBER:	099921.000027		
NAME OF SUBMITTER:	Gerald J. Ferguson		
SIGNATURE:	/Gerald J. Ferguson/		
DATE SIGNED:	12/19/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of December 18, 2018, by and between Study Mode, LLC ("Assignor"), a California limited liability company, and Barnes & Noble Education Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks (defined herein);

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

Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and/or assigns:

All of Assignor's right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademarks" shall mean the trademark registrations set forth on Schedule I to this Agreement, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademarks;

All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademarks prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including without limitation, the right to recover for past, present or future infringements of the Trademarks or unauthorized use.


Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated by this Agreement.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this Agreement to be executed as of the date first written above.

STUDY MODE, LLC

(Assignor)


By:  _____

Name: Brian Lee

Title: Chief Product Officer, Student Brands

**BARNES & NOBLE EDUCATION,
INC.**

(Assignee)

By:  _____

Name: Suzanne Andrews

Title: Chief Compliance Officer

Schedule I

Trademarks

Trademark	Registration No.	Registration Date
BARTLEBY	2397919	October 24, 2000
BARTLEBY.COM	2381389	August 29, 2000