

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Termination and Release of Security Interest in Trademarks - Barnes & Noble
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC		12/20/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barnes & Noble, Inc.
Street Address:	33 East 17th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1792079	BORDERS
Registration Number:	2044230	BORDERS
Registration Number:	1187210	BORDERS BOOK SHOP
Registration Number:	1827878	BORDERS BOOKS & MUSIC
Registration Number:	2224415	BORDERS BOOKS MUSIC CAFE
Registration Number:	2459914	WALDENBOOKS
Registration Number:	2017186	WALDENBOOKS
Registration Number:	1649653	WALDENBOOKS PREFERRED READER

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 2129096000

Email: trademarks@debevoise.com

Correspondent Name: Temitayo NeneAqua Umoren, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

TRADEMARK

REEL: 007537 FRAME: 0770

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NAME OF SUBMITTER:	Temitayo NeneAqua Umoren
SIGNATURE:	/Temitayo NeneAqua Umoren/
DATE SIGNED:	12/21/2021
Total Attachments: 4 source=BN 2021_2L Term_Release_Trademarks_BN#page1.tif source=BN 2021_2L Term_Release_Trademarks_BN#page2.tif source=BN 2021_2L Term_Release_Trademarks_BN#page3.tif source=BN 2021_2L Term_Release_Trademarks_BN#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of December 20, 2021, from ALTER DOMUS (US) LLC, in its capacity as collateral agent (the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Second Lien Credit Agreement, dated as of July 31, 2020 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among BARNES & NOBLE, INC., a Delaware corporation (the "Grantor"), the Lenders and the Agent, to the Grantor. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of July 31, 2020 (as amended, supplemented, waived or otherwise modified from time to time, the "Guarantee Collateral Agreement"), made by the Grantor and the other parties thereto in favor of the Agent, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of the Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor;

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Grantor and the Agent entered into a Notice and Confirmation of Grant of Security Interest in Trademarks, which was recorded in the Trademark Division of the United States Patent and Trademark Office on August 26, 2020 at Reel/Frame 7033/0692; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks of the Grantor and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks of the Grantor and Proceeds and products of such Trademarks pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges its Security Interest

in the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto under the Grantor's name) and Proceeds and products of such Trademarks, and any right, title or interest of the Agent in such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.

2. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing, all at the Grantor's sole cost and expense, for the purpose of obtaining the release of the Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel