

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT7085697

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS - BARNES & NOBLE
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
ALTER DOMUS (US) LLC	12/20/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	BARNES & NOBLE, INC.
<b>Street Address:</b>	33 EAST 17TH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8881306
Patent Number:	8893304

**CORRESPONDENCE DATA**

**Fax Number:** (212)909-6836

*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.*

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<b>ATTORNEY DOCKET NUMBER:</b>	26245-1204
<b>NAME OF SUBMITTER:</b>	TEMITAYO NENEAQUA UMOREN
<b>SIGNATURE:</b>	/Temitayo NeneAqua Umoren/
<b>DATE SIGNED:</b>	12/21/2021

**Total Attachments: 4**

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (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, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among BARNES & NOBLE, INC., a Delaware corporation (the "Grantor"), the Agent and the other parties thereto, 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 Patents and Proceeds and products of such Patents, 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 Patents, which was recorded in the Patent Division of the United States Patent and Trademark Office on August 26, 2020 at Reel/Frame 053600/0801; and

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

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents of the Grantor and Proceeds and products of such Patents 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 Patents of the Grantor (including, without limitation, those items listed on Schedule

I hereto under the Grantor's name) and Proceeds and products of such Patents, and any right, title or interest of the Agent in such Patents and Proceeds and products of such Patents 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

SCHEDULE I

Patents

<b>Patent/Patent Application</b>	<b>Owner</b>	<b>Application No. Patent No.</b>	<b>Issue Date</b>
In Store Reading Architecture (consumer system for downloading and using digital content within the confines of an authorized location) (13/681,785)	Barnes & Noble, Inc.	13/681,785 US 8,881,306 B2	11/4/2014
A Method for Registering a Device (13/681,821)	Barnes & Noble, Inc.	13/681,821 Issued patent US 8,893,304	11/18/2014