

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																
<b>CONVEYING PARTY DATA</b>																	
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<b>CORRESPONDENCE DATA</b>																	
<p>Fax Number: (513)412-5713  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: mwilson@josephbeth.com          Correspondent Name: Booksellers Enterprises, LLC          Address Line 1: 1727 Riverside Drive          Address Line 4: Cincinnati, OHIO 45202</p>																	
<b>ATTORNEY DOCKET NUMBER:</b>	114795.140368																

CH \$65.00 1796600

NAME OF SUBMITTER:	Rebecca Krefft
Signature:	/Rebecca Krefft/
Date:	05/26/2011
<b>Total Attachments: 6</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of April 29, 2011, by and between Joseph-Beth Booksellers, LLC, a Tennessee limited liability company, Joseph-Beth Café, LLC, a Tennessee limited liability company, and JB Booksellers, Inc., a Kentucky corporation (collectively, the "Assignor"), and Booksellers Enterprises, LLC, a Kentucky limited liability company (the "Assignee").

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement dated April 26, 2011 (the "Asset Purchase Agreement"), by and between Assignor and Assignee, Assignor desires to transfer and assign its right, title and interest in and to certain intellectual property to Assignee, including without limitation the intellectual property listed on Exhibit A attached hereto and incorporated herein by reference, and the goodwill of the business connected with the use thereof and symbolized thereby; and

WHEREAS, the Asset Purchase Agreement sets forth definitions for the terms "Business," "Buyer Locations" and "Intellectual Property," among other terms, and the definitions set forth in the Asset Purchase Agreement for the terms "Business," "Buyer Locations" and "Intellectual Property" are incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Property. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to all Intellectual Property related to or used in the operation of the Business at any of the Buyer Locations and the trade names "Davis Kidd" and "Davis-Kidd Booksellers" and related trade names and trademarks, including without limitation the intellectual property listed on Exhibit A attached hereto and incorporated herein by reference, and the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Property"). As set forth in the Asset Purchase Agreement, "Intellectual Property" means all of the following used and/or related to the Business, regardless of whether such are owned by Seller: (i) trademarks, service marks, trade dress, logos, slogans, designs, trade names, and Internet domain names, applications, registrations, and renewals in connection therewith, and all goodwill associated with any of the foregoing, including, without limitation, the trade names "Joseph-Beth", "Joseph-Beth Booksellers", "Davis-Kidd" and "Davis-Kidd Booksellers" and all other names or trade names historically used by Seller, and all marks related to such trade names, (ii) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (iii) copyrights and works of authorship, and applications, registrations, and renewals in connection therewith, (iv) trade secrets and confidential business information (including ideas, research and development, know-how, and customer and supplier lists), (v) computer software (including source code, executable code, data, databases, and related documentation), (vi) other proprietary and

intellectual property rights, and (vii) copies and tangible embodiments of any of the foregoing (in whatever form or medium).

2. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of transferring and assigning the Assigned Property and finalizing any necessary endorsements for the transfer thereof.

3. Severability. If any provision of this Assignment is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever, so long as this Assignment, taken as a whole, still expresses the material intent of the Assignor and Assignee. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Assignment shall not affect the remaining portions of this Assignment.

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered as of the date first written above.

ASSIGNOR:

JOSEPH-BETH BOOKSELLERS, LLC

By:

Name:

Title:

*J.P.*  
JOHN PATE  
SECRETARY

JOSEPH-BETH CAFE, LLC

By:

Name:

Title:

*J.P.*  
JOHN PATE  
SECRETARY

JB BOOKSELLERS, INC.

By:

Name:

Title:

*J.P.*  
JOHN PATE  
SECRETARY

ASSIGNEE:

BOOKSELLERS ENTERPRISES, LLC

By:

Name:

Title:

*J.M.W.*  
J. Mark Wilson  
CEO

State of Ohio )  
County of Hamilton ) :ss



Devon E. Marling, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

The foregoing instrument was acknowledged before me this 24th day of April, 2011, by John Pate, Secretary of Joseph-Beth Booksellers, LLC, a Tennessee limited liability company, for and on behalf of the company.

Devon Marling  
Notary Public

My Commission expires: never

State of Ohio )  
County of Hamilton ) :ss



Devon E. Marling, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

The foregoing instrument was acknowledged before me this 29th day of April, 2011, by John Pate, Secretary of Joseph-Beth Café, LLC, a Tennessee limited liability company, for and on behalf of the company.

Devon Marling  
Notary Public

My Commission expires: never

State of Ohio )  
County of Ham. ton ) :ss



Devon E. Marling, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

The foregoing instrument was acknowledged before me this 29th day of April, 2011, by John Pate, Secretary of JB Booksellers, Inc., a Kentucky corporation, for and on behalf of the corporation.

Devon Marling  
Notary Public

My Commission expires: never

State of Ohio )  
County of Hamilton ) :ss



Devon E. Mering, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

The foregoing instrument was acknowledged before me this 11th day of April, 2011, by J. Mark Wilson, President & CEO of Booksellers Enterprises, LLC, a Kentucky limited liability company, for and on behalf of the company.

Devon Mering  
Notary Public

My Commission expires: never

Exhibit A

1. United States Trademark Registration No. 1,796,600 for "Davis-Kidd Booksellers Inc." with registration date October 5, 1993, Application Serial No. 74/356,557 and application filing date February 8, 1993.
2. United States Trademark Registration No. 1,808,194 for a Design with registration date November 30, 1993, Application Serial No. 74/356,558 and application filing date February 8, 1993.
3. United States Trademark Registration No. 1,976,571 for "Joseph-Beth Kids" & Design with registration date May 28, 1996, Application Serial No. 74/687,538 and application filing date June 12, 1995.
4. United States Trademark Registration No. 1,978,294 for "Joseph-Beth Booksellers" & Design with registration date June 4, 1996, Application Serial No. 74/687,539 and application filing date June 12, 1995.
5. United States Trademark Registration No. 1,980,987 for "The Cafe Joseph-Beth" & Design with registration date June 18, 1996, Application Serial No. 74/687,540 and application filing date June 12, 1995.