

11-09-1999



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U.S. Department of Commerce  
Patent and Trademark Office

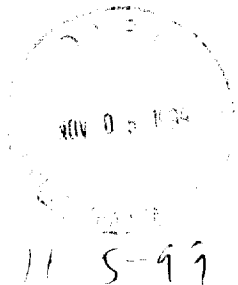
To the Honorable Com:

: attached original documents or copy thereof.

101197383

1. Name of conveying party(ies):

Barnes & Noble, Inc.  
Subsidiary Grantors:  
B. Dalton Bookseller, Inc.  
Barnes & Noble Booksellers, Inc.  
Marboro Books Corp.  
Doubleday Book Shops, Inc.  
CCI Holdings, Inc.  
Babbage's Etc. LLC  
VendAmerica, Inc.



- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Second Amendment to Pledge and Security Agreement
- Merger
- Change of Name

Execution Date: October 27, 1999

Address of receiving party(ies):

Name: The Chase Manhattan Bank  
as Administrative Agent  
Internal Address: 22nd Floor

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017-2070  
Country: \_\_\_\_\_

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

75/320806

See Attached List

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver  
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 30

7. Total fee (37 CFR 3.41): \$765.00

- Enclosed (Check No. 18067)
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver  
Name of Person Signing

Nora A. Whitescarver  
Signature

November 4, 1999  
Date

Total number of pages comprising cover sheet and document attachments: 22

11/05/1999 DMGUYEN 00000108 75320806

01 FC:481 40.00 JP  
02 FC:481 20.00 JP



**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

**A. U.S. Trademarks**

**BARNES & NOBLE, INC.**

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Blink	75/320,806(A)
What Are You Reading	75/057,954(A)
Premier Music (Design)	1,903,140(R)
Meet Me at Barnes & Noble	1,910,598(R)
The Book Lover's Second Home	1,930,860(R)
Nite Reader	2,105,941(R)

**B. DALTON BOOKSELLER, INC.**

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Books Dalton	1,667,902 (R)
B. Dalton Jr.	1,684,036 (R)
B. Dalton Jr. (Design)	1,667,039 (R)
Booksavers	1,597,933 (R)
P.B. Pages	1,814,553 (R)
B. Dalton's	1,293,494 (R)
Barnes & Noble Jr.	

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(Design)	1,609,403 (R)
Barnes & Noble Jr.	1,606,005 (R)
B. Dalton Bookseller	846,824 (R)
B. Dalton	1,158,498 (R)
Hooked on Books	1,147,660 (R)
People Who Know Books Know B. Dalton	1,306,552 (R)
Amaranth Press	1,404,928 (R)
Pickwick	1,047,832 (R)
Lamp of Learning (Design)	1,607,811 (R)

BARNES & NOBLE BOOKSELLERS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Bookstar (Design)	1,558,604 (R)
Amaranth Press	1,404,928(R)

MARBORO BOOKS CORP.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

CCI HOLDINGS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

DOUBLEDAY BOOK SHOPS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
The Old Corner Bookstore	(Mass.) 0025314 (R)
Books of All Publishers Since 1910 (and Design)	1,516,823 (R)

BABBAGE'S ETC. LLC

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Babbage's	1,345,315 (R) and 1,569,315 (R)
America's Software for the Home	1,547,310 (R) and 1,553,597 (R)
Babbage's Software for the Home	1,345,205 (R)
Gamestop	1,707,460 (R)

VENDAMERICA, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

## SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT, dated as of October 27, 1999, between BARNES & NOBLE, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "*Company*"); each of the Subsidiaries of the Company identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereof (individually, a "*Subsidiary Guarantor*" and, collectively, the "*Subsidiary Guarantors*" and, together with the Company, the "*Obligors*"); and THE CHASE MANHATTAN BANK, as agent for the lenders or other financial institutions or entities party, as lenders, to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "*Administrative Agent*").

The Company, the Subsidiary Guarantors, certain lenders and the Administrative Agent (i) are parties to a Amended and Restated Credit Agreement dated as of November 18, 1997 (as modified and supplemented and in effect from time to time, the "*Amended and Restated Credit Agreement*"), providing, subject to the terms and conditions thereof, for extensions of credit (by making of loans and issuing letters of credit) to be made by said lenders to the Company in an aggregate principal or face amount not exceeding \$850,000,000 (as that amount may be increased as provided therein), and (ii) concurrently herewith and in connection with the Babbage's Etc. Acquisition, are entering into Amendment No. 2 to the Amended and Restated Credit Agreement. The Obligors and the Agent wish to amend the Security Agreement referred to in the Amended and Restated Credit Agreement in certain respects and, accordingly, agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment, terms defined in the Amended and Restated Credit Agreement are used herein as defined therein.

Section 2: Amendments. Subject to the satisfaction of the conditions precedent specified in Section 3 below, but effective as of the date hereof, the Annexes to the Security Agreement shall be amended as follows:

(a) Annex 1. Annex 1 to the Security Agreement shall be amended in its entirety to read as Annex 1 hereto.

(b) Annex 2. Annex 2 to the Security Agreement shall be amended in its entirety to read as Annex 2 hereto.

(c) Annex 3. Annex 3 to the Security Agreement shall be amended in its entirety to read as Annex 3 hereto.

(d) Annex 4. Annex 4 to the Security Agreement shall be amended in its entirety to read as Annex 4 hereto.

(e) Annex 5. Annex 5 to the Security Agreement shall be amended in its entirety to read as Annex 5 hereto.

Section 2. Conditions Precedent. As provided in Section 2 above, the amendments set forth in Section 2 shall become effective, as of the date hereof, upon the due execution and delivery of this Amendment by the Obligors and the Agent.

Section 3. Miscellaneous. Except as herein provided, the Security Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered as of the day and year first above written.

BARNES & NOBLE, INC.

By Michael A. Lohel  
Title: Vice President & Treasurer

SUBSIDIARY GUARANTORS

B. DALTON BOOKSELLER, INC.

By Michael A. Lohel  
Title: Vice President & Treasurer

BARNES & NOBLE BOOKSELLERS, INC.

By Michael A. Lohel  
Title: Vice President & Treasurer

MARBORO BOOKS CORP.

By Michael A. Lohel  
Title: Vice President & Treasurer

DOUBLEDAY BOOK SHOPS, INC.

By Michael A. Lohel  
Title: Vice President & Treasurer

CCI HOLDINGS, INC.

By Michael Bellet  
Title: Vice President & Treasurer

BABBAGE'S ETC. LLC

By \_\_\_\_\_  
Title:

VENDAMERICA, INC.

By Michael Bellet  
Title: Vice President & Treasurer

THE CHASE MANHATTAN BANK, as Administrative Agent

By \_\_\_\_\_  
Title:



CCI HOLDINGS, INC.

By \_\_\_\_\_  
Title:

BABBAGE'S ETC. LLC

By Leonard Riggio  
Title:

VENDAMERICA, INC.

By \_\_\_\_\_  
Title:

THE CHASE MANHATTAN BANK, as Administrative  
Agent

By \_\_\_\_\_  
Title:

CCI HOLDINGS, INC.

By \_\_\_\_\_  
Title:

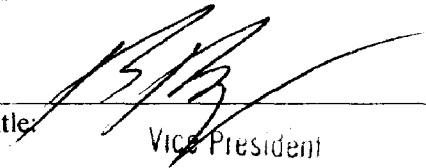
BABBAGE'S ETC. LLC

By \_\_\_\_\_  
Title:

VENDAMERICA, INC.

By \_\_\_\_\_  
Title:

THE CHASE MANHATTAN BANK, as Administrative  
Agent

By  \_\_\_\_\_  
Title: Vice President

**PLEGDED STOCK**BARNES & NOBLE, INC.

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
B. Dalton Bookseller, Inc.	C-1	Barnes & Noble, Inc.	360 shares of common stock, par value \$100
Barnes & Noble Booksellers, Inc.	1	Barnes & Noble, Inc.	100 shares of common stock, par value \$1
Marboro Books Corp.	4	Barnes & Noble, Inc.	10 shares of common stock, no par value
CCI Holdings, Inc.	1	Barnes & Noble, Inc.	3,000 shares of common stock, par value \$1
B&N. Sub Corp	1	Barnes & Noble, Inc.	100 shares of common stock, par value \$1

B. DALTON BOOKSELLER, INC.

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
Doubleday Book Shops, Inc.	5	B. Dalton Bookseller, Inc.	1,000 shares of common stock, par value \$1
Babbage's Etc. LLC	N/A	B. Dalton Bookseller, Inc.	86.5% Membership Interest
Vendamerica, Inc.	2	B. Dalton Bookseller, Inc.	1,000 shares of common stock, no par value

BARNES & NOBLE BOOKSELLERS, INC.

NONE

MARBORO BOOKS CORP.

NONE

DOUBLEDAY BOOK SHOPS, INC.

NONE

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CCI HOLDINGS, INC.

NONE

BABBAGE'S ETC. LLC.

NONE

VENDAMERICA, INC

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares</u>
Babbage's Etc. LLC	N/A	Vendamerica, Inc.	13.5% Membership Interest

## LIST OF PATENTS AND PATENT APPLICATIONS

BARNES & NOBLE, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

B. DALTON BOOKSELLER, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

BARNES & NOBLE BOOKSELLERS, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

MARBORO BOOKS CORP.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

DOUBLEDAY BOOK SHOPS, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

CCI HOLDINGS, INC.

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

BABBAGE'S ETC. LLC

<u>File</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

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VENDAMERICA, INC.

File                      Patent                      Country                      Registration No.                      Date

NONE

**LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

**A. U.S. Trademarks**

**BARNES & NOBLE, INC.**

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Blink	75/320,806(A)
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Premier Music (Design)	1,903,140(R)
Meet Me at Barnes & Noble	1,910,598(R)
The Book Lover's Second Home	1,930,860(R)
Nite Reader	2,105,941(R)

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B. Dalton Jr. (Design)	1,667,039 (R)
Booksavers	1,597,933 (R)
P.B Pages	1,814,553 (R)
B. Dalton's	1,293,494 (R)
Barnes & Noble Jr.	

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Barnes & Noble Jr.	1,606,005 (R)
B. Dalton Bookseller	846,824 (R)
B. Dalton	1,158,498 (R)
Hooked on Books	1,147,660 (R)
People Who Know Books Know B. Dalton	1,306,552 (R)
Amaranth Press	1,404,928 (R)
Pickwick	1,047,832 (R)
Lamp of Learning (Design)	1,607,811 (R)

BARNES & NOBLE BOOKSELLERS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Bookstar (Design)	1,558,604 (R)
Amaranth Press	1,404,928(R)

MARBORO BOOKS CORP.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

CCI HOLDINGS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	



DOUBLEDAY BOOK SHOPS, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
The Old Corner Bookstore	(Mass.) 0025314 (R)
Books of All Publishers Since 1910 (and Design)	1,516,823 (R)

BABBAGE'S ETC. LLC

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
Babbage's	1,345,315 (R) and 1,569,315 (R)
America's Software for the Home	1,547,310 (R) and 1,553,597 (R)
Babbage's Software for the Home	1,345,205 (R)
Gamestop	1,707,460 (R)

VENDAMERICA, INC.

<u>Mark</u>	<u>Application (A) Registration (R) or Series (S) No.</u>
NONE	

**B. U.S. Tradenames**

BABBAGE'S ETC. LLC

Mark

Software Etc.

VENDAMERICA, INC.

Mark

NONE

**Foreign Trademarks**

BARNES & NOBLE, INC.

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

B. DALTON BOOKSELLER, INC.

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

BARNES & NOBLE BOOKSELLERS, INC.

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

MARBORO BOOKS CORP.

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

DOUBLEDAY BOOK SHOPS, INC.

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

CCI HOLDINGS, INC.

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

BABBAGE'S ETC. LLC

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

VENDAMERICA, INC.

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Country</u>	<u>Registration or Filing Date (F)</u>
NONE			

**LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS  
RELATING TO INTELLECTUAL PROPERTY**

BARNES & NOBLE, INC.

License Agreement dated as of February 11, 1989 between Barnes & Noble College Bookstores, Inc. and Barnes & Noble Discount Bookstores, Inc. (a predecessor of B. Dalton Bookseller, Inc.), and Consents to License Agreement Assignments, dated as of November 18, 1988 and November 16, 1992, respectively.

B. DALTON BOOKSELLER, INC.

Letter Agreement dated as of February 21, 1989 from Scribner's Book Companies, Inc. and MacMillan, Inc. to B. Dalton Bookseller, Inc.

BARNES & NOBLE BOOKSELLERS, INC.

NONE

MARBORO BOOKS CORP.

NONE

DOUBLEDAY BOOK SHOPS, INC.

Trade Mark and Service Mark License dated as of May 31, 1990 between Bantam Doubleday Dell Publishing Group, Inc. and Doubleday Book Shops, Inc.

CCI HOLDINGS, INC.

NONE

BABBAGE'S ETC. LLC

NONE

VENDAMERICA, INC.

NONE

**LIST OF LOCATIONS**BARNES & NOBLE, INC

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, New York 11590

BARNES & NOBLE BOOKSELLERS, INC.

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, New York 11590

MARBORO BOOKS CORP.

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, New York 11590
3. One Pond Road  
Rockleigh, NJ 07647

DOUBLEDAY BOOK SHOPS, INC.

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, New York 11590

BABBAGE'S ETC. LLC

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, New York 11590
3. 2250 William D. Tate Avenue  
Grapevine, TX 76051

B. DALTON BOOKSELLER, INC.

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, NY 11590
3. 100 Middlesex Center Boulevard  
Jamesburg, NJ 08831
4. 331 Herrod Drive  
Jamesburg, NJ 08831
5. 308 Herrod Drive  
Jamesburg, NJ 08831

CCI HOLDINGS, INC.

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, NY 11590
3. 6411 Vurleson Road  
Austin, TX 78744

VENDAMERICA, INC

1. 122 Fifth Avenue  
New York, NY 10011
2. 1400 Old Country Road  
Westbury, New York 11590
3. 2250 William D. Tate Avenue  
Grapevine, TX 76051

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**RECORDED: 11/05/1999**

**TRADEMARK  
REEL: 001986 FRAME: 0445**