

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380959

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900357051

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nebraska Book Company, Inc.		06/11/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Follett Higher Education Group, Inc.
Street Address:	3 Westbrook Corporate Center
Internal Address:	Suite 200
City:	Westchester
State/Country:	ILLINOIS
Postal Code:	60154
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3349098	VALIDIS
Registration Number:	3328622	CAMPUS AUTHENTIC
Registration Number:	4119082	NEEBO
Registration Number:	4129218	NEEBO
Registration Number:	3968022	NEEBO
Registration Number:	4016137	NEEBO
Registration Number:	4129909	NEEBO
Serial Number:	86552021	NEEBO

CORRESPONDENCE DATA

Fax Number: 3126165700

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: 312-616-5600

Email: trademark@leydig.com

Correspondent Name: Tamara A. Miller

Address Line 1: Two Prudential Plaza 180 N. Stetson Ave.

Address Line 2: Suite 4900

Address Line 4: Chicago, ILLINOIS 60601

TRADEMARK

ATTORNEY DOCKET NUMBER:	285923
NAME OF SUBMITTER:	Tamara A. Miller
SIGNATURE:	/Tamara A. Miller/
DATE SIGNED:	04/18/2016
Total Attachments: 4 source=NBC ASSIGNMENT#page1.tif source=NBC ASSIGNMENT#page2.tif source=NBC ASSIGNMENT#page3.tif source=NBC ASSIGNMENT#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 11th day of June, 2015 (the "Effective Date"), by and between **Nebraska Book Company, Inc.**, a Delaware corporation (hereinafter referred to as "Assignor"), and **Follett Higher Education Group, Inc.**, an Illinois corporation (hereinafter referred to as "Assignee") (collectively, the "Parties").

WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the trademarks and Federal trademark applications and registrations set forth on Schedule A, attached hereto, and incorporated herein by reference (the "Marks");

WHEREAS, the Parties desire to enter into this Assignment to affect the transfer of all right, title, and interest in and to the Marks to Assignee on a worldwide basis, acknowledging and agreeing that, by way of this Assignment, Assignee is also a successor to the underlying business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Transfer and Assignment.** Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the Marks on a worldwide basis, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.
2. **Further Documentation and Actions.** Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable and necessary acts to vest in Assignee all right, title, and interest in and to the Marks, and to enable such right, title, and interest for the Marks to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.
3. **Entire Agreement.** This Assignment represents the entire agreement between the Parties regarding the Marks and supersedes any previous oral or written agreement, understanding, discussion, or other documentation to the contrary.
4. **Construction.** This Assignment is governed by Delaware law.

[Signatures provided on following page]

"ASSIGNOR"

NEBRASKA BOOK COMPANY, INC.

By: [Signature]
Name: Benjamin Riggsby
Title: Interim CEO

"ASSIGNEE"

FOLLETT HIGHER EDUCATION GROUP, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

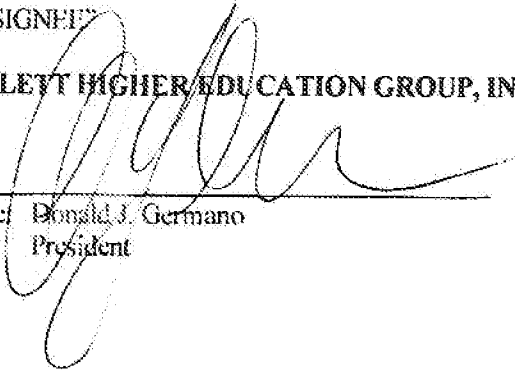
"ASSIGNOR"

NEBRASKA BOOK COMPANY, INC.

By: _____
Name: _____
Title: _____

"ASSIGNEE"

FOLLETT HIGHER EDUCATION GROUP, INC.

By: 
Name: Donald J. Germano
Title: President

[Signature Page to Trademark Assignment]

SCHEDULE A

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Owned By</u>
VALIDIS	77/006352	3349098	Nebraska Book Company, Inc.
CAMPUS AUTHENTIC	77/105056	3328622	Nebraska Book Company, Inc.
FOUNDERS	77/358201	3671529	Nebraska Book Company, Inc.
CAMPUS AUTHENTIC	77/452337	3640881	Nebraska Book Company, Inc.
TRADITIONS AND DESIGN	78/344625	2923017	Nebraska Book Company, Inc.
NEEBO	85/021123	4119082	Nebraska Book Company, Inc.
NEEBO	85/021073	4129218	Nebraska Book Company, Inc.
NEEBO	85/975202	3968022	Nebraska Book Company, Inc.
NEEBO AND DESIGN	85/290374	4016137	Nebraska Book Company, Inc.
NEEBO	86/442459	Pending	Nebraska Book Company, Inc.
NEEBO AND DESIGN	86/442455	Pending	Nebraska Book Company, Inc.
NEEBO AND DESIGN	85/976290	4129909	Nebraska Book Company, Inc.
NEEBO THREAD	86/474684	Pending	Nebraska Book Company, Inc.
NEEBO AND DESIGN	86/552021	Pending	Nebraska Book Company, Inc.

<u>Common Law Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Owned By</u>	<u>Associated Goods and Services</u>
NEEBO AND DESIGN	Not applicable	Not applicable	Nebraska Book Company, Inc.	Issuing prepaid stored value cards through handheld electronic devices comprised of scanners and computers from remote locations for purchasing used textbooks and digital media in Class 036.
NEEBO BOOKSMART	86/140891	Not applicable	Nebraska Book Company, Inc.	Goods and Services associated: Business management services, namely, a program to provide course materials fulfillment services for post-secondary education institutions in Class 035.