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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
Barnes & Noble Marketing Services LLC**

Certificate of Status	0
Certified Copy	1
Page Count	09/10
Estimated Charge	\$68.75

Merger 02-26-15

90.0

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date of submission 12/29

DC

1/2/2015 17:22:42 From: To: 8506176380

(2/10)

850-617-6381

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January 2, 2015

FLORIDA DEPARTMENT OF STATE

Division of Corporations

BARNES & NOBLE MARKETING SERVICES CORP.

122 FIFTH AVE.

TAX DEPARTMENT 4TH FLOOR

NEW YORK, NY 10011

SUBJECT: BARNES & NOBLE MARKETING SERVICES CORP.

REF: P03000100421

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

Chapter 607.1105, Florida Statutes cannot be used when merging a corporation into a limited liability company. The merger should be either filed pursuant to 605.1025, F.S. or pursuant to 607.1109, F.S.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist III

FAX Aud. #: H14000299218
Letter Number: 215A000000039

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
FILING SECTION

RE-SUBMIT

12/29

ARTICLES OF MERGER
OF
BARNES & NOBLE MARKETING SERVICES CORP.
(A FLORIDA CORPORATION)
WITH AND INTO
BARNES & NOBLE MARKETING SERVICES LLC
(A VIRGINIA LIMITED LIABILITY COMPANY)

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CLERK OF STATE
TALLAHASSEE, FLORIDA

The undersigned, on behalf of the corporation and limited liability company set forth below, submit the following articles of merger in accordance with the Florida Business Corporation Act, pursuant to section 607.1109, Florida Statutes:

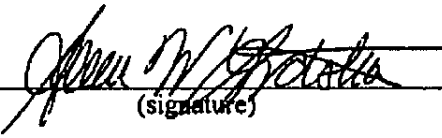
1. The name of the stock corporation being merged is Barnes & Noble Marketing Services Corp., a corporation incorporated under the laws of the State of Florida ("B&N MSC").
2. The name of the foreign limited liability company into which B&N MSC is being merged is Barnes & Noble Marketing Services LLC, a limited liability company formed under the laws of the Commonwealth of Virginia ("B&N MSL").
3. The name of the surviving entity is Barnes & Noble Marketing Services LLC, a limited liability company formed under the laws of the Commonwealth of Virginia.
4. An agreement and plan of merger has been approved by B&N MSC in accordance with Section 607, Florida Statutes and B&N MSL in accordance with the applicable laws of the Commonwealth of Virginia and is attached hereto as Exhibit A.
5. The merger shall become effective on January 1, 2015.
6. The address of the principal office of B&N MSL is 122 Fifth Avenue, New York, New York 10011 under the laws of its jurisdiction of organization.
7. The agreement and plan of merger was duly adopted by consent of the board of directors of B&N MSC on December 29, 2014 and duly adopted by the sole shareholder of B&N MSC on December 29, 2014, in each case in accordance with the laws of the State of Florida.
8. The agreement and plan of merger was adopted in accordance with the laws of the Commonwealth of Virginia by the sole member of B&N MSL on December 29, 2014.
9. The surviving entity is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of B&N MSC.

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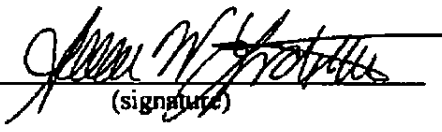
10. The surviving entity has agreed to promptly pay to the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302 Florida Statutes.

EXECUTED, in the name of BARNES & NOBLE MARKETING SERVICES CORP.

By:  December 29, 2014
(signature) (date)
Allen W. Lindstrom Chief Financial Officer
(printed name) (corporate title)

EXECUTED, in the name of BARNES & NOBLE MARKETING SERVICES LLC

BY: BARNES & NOBLE, INC., ITS MANAGER

By:  December 29, 2014
(signature) (date)
Allen W. Lindstrom Chief Financial Officer
(printed name) (title)
S3275916
(limited liability company's SSC ID no.)

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Exhibit A
AGREEMENT AND PLAN OF MERGER

See Attached

AGREEMENT AND PLAN OF MERGER

OF

BARNES & NOBLE MARKETING SERVICES CORP.
(a Florida corporation)

WITH AND INTO

BARNES & NOBLE MARKETING SERVICES LLC
(a Virginia limited liability company)

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of December 21, 2014, is entered into by and between Barnes & Noble Marketing Services Corp., a Florida corporation ("*B&N MSC*"), and Barnes & Noble Marketing Services LLC, a Virginia limited liability company ("*B&N MSL*"), said entities sometimes hereinafter referred to jointly as the "*Constituent Entities*".

WITNESSETH:

WHEREAS, Barnes & Noble Booksellers, Inc. ("*B&N Booksellers*") is (i) the sole shareholder of B&N MSC, and (ii) the sole member of B&N MSL;

WHEREAS, B&N Booksellers, in its respective capacities as the sole shareholder of B&N MSC and the sole member of B&N MSL, has duly approved the merger of B&N MSC with and into B&N MSL, with B&N MSL being the surviving limited liability company (the "*Merger*"); and

WHEREAS, this Agreement has been duly approved by B&N Booksellers, in its respective capacities as the sole shareholder of B&N MSC and as the sole member of B&N MSL, and has been duly authorized and adopted by the board of directors of B&N MSC, all in accordance with the applicable provisions of the Virginia Limited Liability Company Act and the Florida Business Corporation Act.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, the Constituent Entities have agreed and do hereby agree, each with the other, as follows:

Article I

At the Effective Time (as defined herein), B&N MSL and B&N MSC shall be merged into a limited liability company in accordance with the applicable provisions of the Virginia Limited Liability Company Act and the Florida Business Corporation Act, by B&N MSC merging with and into B&N MSL. As of the Effective Time, B&N MSC shall cease to exist as a separate corporation and B&N MSL shall be the surviving limited liability company (the "*Surviving Entity*").

Article II

The Constituent Entities shall cause the Merger to be consummated by the filing, with each of the Commonwealth of Virginia State Corporation Commission Office of the Clerk and the Florida Department of State Division of Corporations, of articles of merger (the "*Articles of Merger*") substantially in the forms attached hereto as Exhibit A. The Merger shall be effective on the date specified in the Articles of Merger (such date being herein referred to as the "*Effective Time*"). As of the Effective Time, the Constituent Entities shall be a single limited liability company, which shall be the Surviving Entity, and the separate existence of B&N MSC shall cease. The Surviving Entity shall, as of the Effective Time and thereafter, possess, all the rights, privileges, powers and responsibilities of the Constituent Entities to which it is entitled, including under, as applicable, Section 607.11101 of the Florida Business Corporation Act and Section 13.1-1073 of the Virginia Limited Liability Company Act.

Article III

At the Effective Time, the Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity, until thereafter duly amended. At the Effective Time, the Operating Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Entity, until thereafter duly amended.

The manager and the officers of B&N MSL as of the date hereof shall be and constitute the manager and the officers of the Surviving Entity from and after the Effective Time. The manager of the Surviving Entity as of the Effective Time is Barnes & Noble Booksellers, Inc., a Delaware corporation, the business address of which is 122 Fifth Avenue, New York, New York 10011.

Article IV

At the Effective Time, the aggregate issued and outstanding shares of capital stock of B&N MSC as of immediately prior to the Effective Time shall, as a result of the Merger and without any action on the part of the holders thereof, or any other action whatsoever, automatically be cancelled.

Article V

The Surviving Entity, as the surviving entity in the Merger, shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

Article VI

If at any time the Surviving Entity shall be considered or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of any of the Constituent Entities, then each Constituent Entity shall be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and make all such proper assignments and assurances in law

and do all things necessary or proper to thus vest such property or rights in the Surviving Entity, and otherwise carry out the purposes of this Agreement, and the manager and the officers of the Surviving Entity are authorized in the name of either Constituent Entity to take any and all such action.

Article VII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by the mutual consent of each Constituent Entity evidenced by the appropriate resolutions of its board of directors or sole member, as applicable, at any time prior to the Effective Time.

Article VIII

Subject to the applicable provisions of the Virginia Limited Liability Company Act and the Florida Business Corporation Act, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws rules or principles.

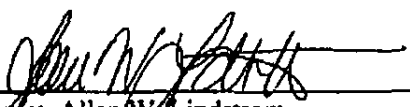
This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission, and each signature so delivered shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) and shall have the same legal effect as signatures delivered manually.

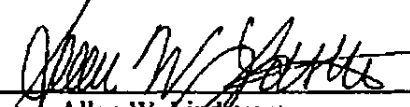
[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement and Plan of Merger as of the first date set forth above.

**BARNES & NOBLE MARKETING
SERVICES CORP.**

By: 
Name: Allen W. Lindstrom
Title: Chief Financial Officer

**BARNES & NOBLE MARKETING
SERVICES LLC**

By: 
Name: Allen W. Lindstrom
Title: Chief Financial Officer