

PROPOSITION 65 SETTLEMENT AGREEMENT
(Susan Davia AG Notice 2019-00586)

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia (“Davia”), on the one hand, and Trends International, LLC (“Trends”) and Barnes & Noble, Inc. (“BN”, and with Trends, “Settling Sellers”), on the other hand. Davia, Trends and BN will be individually referred to as a “Party” and collectively referred to as the “Parties.”

1.2 Davia

Davia is an individual residing in the State of California who seeks to promote awareness of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

1.3 Settling Sellers

Davia alleges that Trends is the manufacturer and/or distributor and that BN is the retailer of the products subject to this agreement. Settling Sellers are persons in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

1.4 General Allegations

Davia alleges that Settling Sellers participated in the manufacture (or other acquisition), distribution and/or sale, in the State of California, of bookmarks made with vinyl components that exposed users to di(2-ethylhexyl)phthalate (DEHP) (the “Covered Products”) without first providing a “clear and reasonable warning” under Proposition 65. DEHP is listed as a carcinogen and reproductive and developmental toxin pursuant to Proposition 65. DEHP shall hereinafter, where applicable, be referred to as the “Listed Chemical”. Settling Sellers deny these allegations and assert that the alleged “vinyl component” is actually packaging for the bookmarks at issue, does not cause any ongoing consumer exposure to DEHP and, therefore, is not a violation of Proposition 65.

1.5 Notice of Violation

On March 27, 2019, Davia served Trends, BN and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DEHP found in Covered Products sold in California. Settling Sellers received this 60-Day Notice of Violation (the “Notice”).

The Parties each represent that as of the date each executes this Agreement, each is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP in the Covered Products as identified in the Notice.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by the Settling Sellers. The Parties enter into this Agreement pursuant to a full, final and binding settlement of any and all claims between the Parties to avoid prolonged litigation. The Settling Sellers deny the material factual and legal allegations contained in the Notice, maintain that they did not knowingly or intentionally expose California consumers to any Listed Chemical through the reasonably foreseeable use of the Covered Products and otherwise contend that all Covered Products they have manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an admission by the Settling Sellers of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Settling Sellers of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by the Settling Sellers. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect the Settling Sellers’ obligations, responsibilities, and duties under this Agreement.

1.7 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over the Parties as to the allegations in the Notice and that venue is proper in the County of Marin. As an express part of this Agreement, this Agreement shall be considered as

made pursuant to Code of Civil Procedure Section 664.6. The Parties stipulate that the Marin County Superior Court shall retain jurisdiction over the Parties to enforce this Agreement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term “Covered Product” shall mean all Trends bookmark products (as distinguished from the vinyl protective packaging sleeve that is intended to be discarded or recycled after purchase by a consumer) including, but not limited to, Antioch by Trends bookmark (9781438830049) and all other designs/varieties. Trends alleges, and Davia does not dispute, that vinyl is not a component or part of the Covered Product. The term “Covered Packaging” shall mean all vinyl protective packaging sleeve products in which Covered Products are distributed by Trends.

2.2 The term “Phthalate Free” Covered Product and Covered Packaging shall mean that each vinyl component of each Covered Product and associated Covered Packaging contains less than or equal to 0.1 percent or 1,000 parts per million (“ppm”) of each of the following substances, as determined test results using Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C or equivalent State or Federal methodologies approved for the detection of the concentration of phthalates in solid substances:

2.2.1 di(2-ethylhexyl phthalate) (“DEHP”);

2.2.2 dibutyl phthalate (“DBP”);

2.2.3 diisononyl phthalate (“DINP”);

2.2.4 diisodecyl phthalate (“DIDP”);

2.2.5 di-n-hexyl phthalate (“DnHP”); and

2.2.6 butyl benzyl phthalate (“BBP”).

2.3 “California Customer” shall mean any customer with a California “ship to” address, any retail customer, including but not limited to BN, with one or more retail outlets in California, any customer who is a distributor for a retailer who maintains retail outlets in California

or any customer operating an ecommerce website that offers products for sale to customers in California.

2.4 “Effective Date” shall mean the date of the last signature on this Agreement.

3. INJUNCTIVE-TYPE RELIEF

3.1 Product Reformulation Commitment

3.1.1 Trends represents to Davia the following: (a) In late 2015, more than three years prior to receiving the Notice, Trends changed its vendor specification for the vinyl used in the Covered Packaging to require use of Phthalate-Free vinyl as defined above; (b) By the first quarter of 2016, all of Trends’ vendors agreed to the new vinyl specification; and (c) Since that time, Trends has used a Phthalate Free vinyl for the Covered Packaging. Trends believes that Davia purchased a Covered Product that was packaged and shipped to BN prior to the specification change.

3.1.2 **Current Vendors of Covered Packaging.** No later than the Effective Date, Trends shall re-publish its specification for vinyl and the Phthalate Free phthalate concentration standards of Section 2.2 to its then-current vendors of any Covered Packaging. Trends shall instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Packaging. Along with each shipment of Covered Packaging from a vendor, Trends shall require such vendor to provide written certification of compliance with the Phthalate Free standard along with appropriate laboratory test results from such vendor substantiating the certification. Trends shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards for two (2) years after the Effective Date and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia, as long as such request is made within two (2) years after the Effective Date.

3.1.3 **New Vendors of Covered Packaging.** After the Effective Date, Trends shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any New Vendors of any Covered Packaging and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any such Covered Packaging. “New Vendors” means vendors of Covered Packaging from whom Trends was not

obtaining Covered Packaging as of the Effective Date. Prior to purchase and acquisition of any Covered Packaging from any New Vendor, Trends shall obtain a written confirmation and accompanying laboratory test result from the New Vendor demonstrating compliance with the Phthalate Free phthalate concentration standard in all materials comprising the Covered Packaging. For two (2) years after the Effective Date, for every Covered Packaging Trends manufactures, causes to be manufactured, orders, causes to be ordered or otherwise obtains from a New Vendor after the Effective Date, Trends shall maintain copies of all testing of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia as long as such request is made within two (2) years after the Effective Date.

3.1.4 As of the January 1, 2019, Trends shall only manufacture or cause to be manufactured, order or cause to be ordered, distribute or cause to be distributed or otherwise sell Covered Products and/or associated Covered Packaging to California Customers that are Phthalate Free. For every Covered Packaging Trends uses in association with the sale of a Covered Product to a California Customer after the Effective Date, Trends shall maintain copies of all testing of such Covered Packaging, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards of Section 2.2 and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia, as long as such request is made within two (2) years after the Effective Date.

3.2 Existing Inventory of Non-Phthalate Free Covered Products and Covered Packaging

Commencing no later than the Effective Date, Trends shall not sell or ship any Covered Product or any Covered Packaging that is not confirmed, after the Effective Date, to be Phthalate Free to a California Customer unless such Covered Product is shipped with the product package label set forth hereafter.


Each such label utilized by Trends for any Covered Product shall be prominently placed either

on the front, exterior surface of the product or where other health and safety warnings are located, with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions *before* purchase or use.


3.2.1 Required Warning Labels for Remaining Inventory of Non-Phthalate Free Product.

If, after the Effective Date, Trends sells or otherwise distributes any remaining inventory of Covered Product or Covered Packaging, manufactured before the Effective Date and not Phthalate Free, to a California Customer, Trends shall affix a label to the non-Phthalate Free Covered Product or Covered Packaging that states either:

3.2.1.1 For “Brick and Mortar” Sales.

 **WARNING:** This product can expose you to DEHP, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov


or

 **WARNING:** The vinyl components of this product can expose you to DEHP, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

3.2.1.2 For Internet Sales to a California Customer.

If after the Effective Date, Trends sells or otherwise distributes any remaining inventory of Covered Product or Covered Packaging, manufactured before the Effective Date and not Phthalate Free, to a California Customer via the Internet or e-commerce website run or controlled by Trends, a warning must be given in conjunction with the sale or other distribution by Trends. The warning

must appear: (a) on the same web page on which such non-Phthalate Free Covered Product is displayed; (b) on the same web page as the order form for such non-Phthalate Free Covered Product; (c) on the same page as the price for any such non-Phthalate Free Covered Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. One of the following warning statements shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of such non-Phthalate Free Covered Product for which it is given in the same type size or larger than the Covered Product description text:

 **WARNING:** This product can expose you to [Di(2-ethylhexyl)phthalate] DEHP, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Alternatively, a designated symbol may appear adjacent to or immediately following the display, description, or price of the non-Phthalate Free Covered Product for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page, as follows:

WARNING: Products identified on this page with the following symbol ▼ can expose you to DEHP, which is a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

4. MONETARY PAYMENTS

4.1 Civil Penalty

As a condition of settlement of all the claims referred to in this Consent to Judgment, on behalf of the Settling Sellers, Trends shall cause to be paid a total of \$3,000 in civil penalties in accordance with California Health & Safety Code § 25249.12(c)(1) & (d).

4.2 Augmentation of Penalty Payments

For purposes of the penalty assessment under this Agreement, Davia is relying entirely upon Trends and its counsel for accurate, good faith reporting to Davia of the nature and amounts of

relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers and presents to Trends evidence that the Covered Products have been distributed by Trends in sales volumes materially different than those identified by Trends prior to execution of this Agreement, then Trends shall be liable for an additional penalty amount of \$10,000.00. Trends shall also be liable, in accordance with the requirements of Code of Civil Procedure section 1021.5 for any reasonable, additional attorney fees expended by Davia in discovering such additional retailers or sales. Davia agrees to provide Trends with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Trends shall have thirty (30) days to agree to the amount of fees and penalties owing by Trends and submit such payment to Davia in accordance with the method of payment of penalties and fees identified in Section 4.1 and 4.4. Should this thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, Davia shall be entitled to file a formal legal claim for additional civil penalties pursuant to this Section and shall be entitled to all reasonable attorney fees and costs, in accordance with the requirements of Code of Civil Procedure section 1021.5, relating to such claim.

4.3 Reimbursement of Davia's Fees and Costs

The Parties acknowledge that Davia and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. The Parties then attempted to (and did) reach an accord on the compensation due to Davia and her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in this matter, except fees that may be incurred on appeal. Under these legal principles, on behalf of the Settling Sellers Trends shall cause to be paid to Davia's counsel the amount of \$25,000 for fees and costs, incurred investigating, litigating and enforcing this matter. Such payment shall be made payable to "Sheffer Law Firm".

4.4 Payment Procedures

Trends shall satisfy its obligation to pay civil penalties pursuant to Section 4.1 by delivery of a civil penalty check payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop 65 Penalties, 2019-

00586"), in the amount of \$2,250 and a civil penalty check payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop 65 Penalties, 2019-00586") in the amount of \$750. Davia shall be responsible for delivering to the California Office of Environmental Health Hazard Assessment the civil penalty check payable to OEHHA.

Trends shall satisfy its obligation to pay attorney fees and costs pursuant to Section 4.3 by delivery of a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2019-00586") in the amount of \$25,000.

Trends shall satisfy its obligation to pay any civil penalties pursuant to Section 4.2 by civil penalty checks payable to "OEHHA" and "Susan Davia" (Memo line "Prop 65 Penalties, 2019-00586"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

Trends shall satisfy its obligation to pay any attorney fees or costs pursuant to Section 4.2 by a check payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2019-00586"), in the amounts agreed to pursuant to Section 4.2 or as ordered by the Court.

All Section 4.1 and Section 4.3 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel within five (5) business days after execution of this Agreement, at the following address:

Sheffer Law Firm
Attn: Proposition 65 Controller
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

All Section 4.2 civil penalty and attorney fee/cost payments shall be delivered to plaintiff's counsel at the following address on or before the date agreed upon pursuant to that section or ordered by the Court:

Sheffer Law Firm
Attn: Proposition 65 Controller
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

Trends shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and owing from it under this Section that are not received by Sheffer Law Firm within two business days of the due date for such payment.

4.5 Issuance of 1099 Forms

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, Trends shall cause three separate 1099 forms to be issued, as follows:

- (a) The first 1099 shall be issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant to Sections 4.1 and 4.2;
- (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2, whose address and tax identification number shall be furnished upon request; and
- (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.3 and 4.2.

5. RELEASES

5.1 DAVIA'S RELEASE OF SETTling SELLERS

5.1.1 This settlement agreement is a full, final and binding resolution between Davia, and the Settling Sellers of any violation of Proposition 65 that was or could have been asserted by Davia on behalf of herself, her representatives or attorneys, against the Settling Sellers, their subsidiaries, parents, owners, and each of their directors, officers, employees, agents and attorneys ("Releasees"), and each entity to whom Trends directly distributes or sells Covered Products, including, but not limited, to Barnes & Noble, Inc. ("Downstream Releasees"), based on their alleged failure to warn about alleged exposures to DEHP contained in the Covered Products and/or Covered Packaging that were sold by the Settling Sellers in or into California before the Effective Date. As to Davia only, the Settling Sellers compliance with the terms of this settlement shall be deemed compliance with Proposition 65 as to exposures to DEHP in the Covered Products.

5.1.2 Davia also provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all claims, actions and causes of action, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice as to Covered Products and Covered Packaging sold or distributed by Trends and Releasees in

California before the Effective Date. Davia acknowledges that she is familiar with section 1542 of the California civil code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Davia, in her individual capacity expressly waives and relinquishes any and all rights and benefits that she may have under, or which may be conferred on her by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that she may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

This Section 5 release shall not release any obligations created by or set forth in this Agreement.

The Parties further understand and agree that this Section 5 release shall not extend upstream to any entities, other than Trends, that manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the Covered Products or any component parts thereof to Trends.

5.2 SETTling SELLERS RELEASE OF DAVIA

The Settling Sellers and their past and current agents, representatives, attorneys, successors, and/or assignees hereby waive any and all claims against Davia and her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Davia and her attorneys and other representatives through the execution of this Agreement, whether in the course of investigating claims in this matter, otherwise seeking to enforce Proposition 65 against them in this matter, or with respect to the Covered Products that were the

subject of the Notices. The Settling Sellers acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settling Sellers expressly waive and relinquish any and all rights and benefits which it may have under, or which may be conferred on them by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters identified in this Section 5.2. In furtherance of such intention, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

6. SEVERABILITY

If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of the enforceable provisions remaining, after express agreement of the Parties, shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California.

8. NOTICES

When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by FedEx (or other tracked delivery service) or electronic mail to the following:

For Trends Products Corporation:

Bruce Morrison, President
Trends International, LLC
5188 W. 74th St

Indianapolis, IN 46268

For Barnes & Noble, Inc.:

Legal Department
Barnes & Noble, Inc.
122 Fifth Avenue
New York, NY 10011

With a copy to their counsel:

David C. Allen, Esq.
Barnes & Thornburg LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067-2904
DAllen@btlaw.com

For Davia to:

Proposition 65 Coordinator
Sheffer Law Firm
81 Throckmorton Ave., Suite 202
Mill Valley, CA 94941

Any Party may modify the person and address to whom the notice is to be sent by sending each other Party notice by certified mail and/or other verifiable form of written communication.

9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)

Davia agrees to comply with the reporting form requirements referenced, in California Health & Safety Code §25249.7(f).

10. MODIFICATION

This Agreement may be modified only by written agreement of the Parties or court order.

11. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind

any of the Parties. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver constitute a continuing waiver

12. ATTORNEY'S FEES

12.1 Should any Party prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, such party shall be entitled to its reasonable attorney fees and costs incurred as a result of such motion, order or application, consistent with C.C.P. § 1021.5.

12.2 Except as otherwise specifically provided herein, each Party shall bear its own costs and attorney's fees in connection with the Notices.

12.3 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

13. NEUTRAL CONSTRUCTION

Both Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

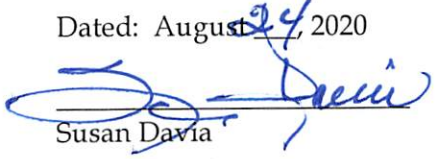
14. COUNTERPARTS, FACSIMILE SIGNATURES

This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

15. AUTHORIZATION

The undersigned parties and their counsel are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO AGREED


<p>Dated: August __, 2020</p> <p>_____ Bruce Morrison, President Trends International, LLC</p>	<p>Dated: August <u>24</u>, 2020</p> <p> _____ Susan Davia</p>
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<p>Dated: August __, 2020</p> <p>_____ Bradley Feuer Vice President, General Counsel Barnes & Noble, Inc.</p>	
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15. AUTHORIZATION

The undersigned parties and their counsel are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO AGREED

<p>Dated: August <u>30</u>, 2020</p> <p> _____ Bruce Morrison, President Trends International, LLC</p>	<p>Dated: August __, 2020</p> <p>_____ Susan Davia</p>
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<p>Dated: August __, 2020</p> <p>_____ Bradley Feuer Vice President, General Counsel Barnes & Noble, Inc.</p>	
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15. AUTHORIZATION

The undersigned parties and their counsel are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO AGREED

Dated: August __, 2020	Dated: August __, 2020
<u>Bruce Morrison, President</u> Trends International, LLC	<u>Susan Davia</u>

Dated: ^{September} August 9, 2020	
<u>Bradley A. Feuer</u> Bradley Feuer Vice President, General Counsel Barnes & Noble, Inc.	