
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

Under the Securities Exchange Act of 1934
(Amendment No. 21)

Barnes & Noble, Inc.

(Name of Issuer)

Common Stock, par value \$.001 per share

(Title of Class of Securities)

067774109

(CUSIP Number)

**Leonard Riggio
c/o Barnes & Noble, Inc.
122 Fifth Avenue
New York, NY 10011
(212) 633-3300**

with a copy to:

**Kenneth L. Henderson
Jay M. Dorman Bryan Cave Leighton Paisner LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone (212) 541-2000**

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

June 24, 2019

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAMES OF REPORTING PERSONS

Leonard Riggio

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

PF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

7 SOLE VOTING POWER

NUMBER OF SHARES 8 SHARED VOTING POWER 5,794,591

BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH 9 SOLE DISPOSITIVE POWER 8,257,641

10 SHARED DISPOSITIVE POWER 5,794,591

8,257,641

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

14,052,232

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

19.2%

14 TYPE OF REPORTING PERSON

IN

1 NAMES OF REPORTING PERSONS
Louise Riggio

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS PF, OO

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION United States of America

7	SOLE VOTING POWER	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		0
8	SHARED VOTING POWER	
9	SOLE DISPOSITIVE POWER	8,257,641
10	SHARED DISPOSITIVE POWER	0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,257,641

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.3%

14 TYPE OF REPORTING PERSON IN

1	NAMES OF REPORTING PERSONS	
	The Riggio Foundation	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	New York
7	SOLE VOTING POWER	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5,940,973
8	SHARED VOTING POWER	
9	SOLE DISPOSITIVE POWER	0
10	SHARED DISPOSITIVE POWER	5,940,973
		0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	5,940,973
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	8.1%
14	TYPE OF REPORTING PERSON	OO

Introductory Statement

This Amendment No. 21 to Schedule 13D (“Amendment No. 21”) is being filed by Leonard Riggio, Louise Riggio and The Riggio Foundation (collectively, the “Reporting Persons”) to amend the Items specified below in the Reporting Persons’ Schedule 13D with respect to the common stock, \$.001 par value (“Common Stock”), of Barnes & Noble, Inc., a Delaware corporation (the “Company”), as such Schedule 13D has previously been amended and supplemented.

Item 4. Purpose of the Transaction

Item 4 is hereby amended and supplemented as follows:

The information set forth in Item 6 of this Amendment No. 21 is hereby incorporated by reference into this Item 4.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented as follows:

On June 24, 2019, the Company entered into an Amended and Restated Agreement and Plan of Merger (the “Amended Merger Agreement”) with Chapters Holdco Inc., a Delaware corporation (“Parent”), and Chapters Merger Sub Inc. (“Merger Sub”), a Delaware corporation and a wholly owned subsidiary of Parent, to amend and restate in its entirety the Agreement and Plan of Merger, dated as of June 6, 2019, among the Company, Parent and Merger Sub (collectively, the “Parties”). Pursuant to the Amended Merger Agreement, the Parties agreed to revise the structure of their previously announced transaction to provide for the acquisition of the Company by Parent in an all-cash transaction consisting of a tender offer for all shares of Common Stock for \$6.50 per share in cash (the “Offer”), followed by a back-end merger of Merger Sub with and into the Company (the “Merger”), with the Company surviving the Merger as a wholly owned subsidiary of Parent, and with each share of Common Stock that is not accepted for payment pursuant to the Offer, with certain exceptions, converted into the right to receive \$6.50 in cash. The Merger will be effected pursuant to Section 251(h) of the General Corporation Law of the State of Delaware, without a meeting or vote of the Company’s stockholders. Consummation of the Offer and the Merger are subject to customary closing conditions, including more than 50% of the outstanding Common Stock being tendered in the Offer and not withdrawn and the receipt of regulatory approval. Further details about the Amended Merger Agreement and the transactions described therein, including the Offer and the Merger, are set forth in the Company’s Current Report on Form 8-K filed on June 24, 2019.

Concurrently with the execution of the Amended Merger Agreement, the Reporting Persons and LRBKS Holdings, Inc. (collectively, the “Stockholders”) entered into an Amended and Restated Voting and Support Agreement (the “Amended Voting Agreement”) with Parent and, solely for the purposes of certain provisions, the Company, to amend and restate in its entirety the Voting and Support Agreement, dated as of June 6, 2019, among the Stockholders, Parent and, solely for the purposes of certain provisions, the Company. Pursuant to the Amended Voting Agreement, the Stockholders have agreed, subject to certain conditions, to tender their shares of Common Stock in the Offer and to vote all shares of Common Stock now or hereafter beneficially owned by them against any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Amended Merger Agreement or of any Stockholder under the Amended Voting Agreement, (B) result in any of the conditions to the consummation of the Offer or the Merger under the Amended Merger Agreement not being fulfilled, or (C) impede, frustrate, interfere with, delay, postpone or adversely affect the Offer or the Merger and the other transactions contemplated by the Amended Merger Agreement. Pursuant to the Amended Voting Agreement, the Stockholders also agreed, subject to certain limited exceptions, not to (a) sell, transfer, pledge or encumber their shares of Common Stock, or enter into voting agreements or grant proxies or powers-of-attorney with respect to such shares, or (b) make an alternative transaction proposal, as defined, or solicit, initiate, induce or knowingly facilitate or encourage any alternative transaction proposal, as defined. The Voting Agreement also contains other covenants on the part of the Stockholders. The Voting Agreement automatically terminates upon the earliest to occur of (i) the consummation of the Merger, (ii) the termination of the Amended Merger Agreement in accordance with its terms and (iii) the written agreement of the Stockholders, Parent and the Company.

This description of the Amended Voting Agreement is qualified in its entirety by reference to the full text of the Amended Voting Agreement, a copy of which is attached as Exhibit 1 to this Amendment No. 21.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended and supplemented as follows:

Exhibit 1 Amended and Restated Voting and Support Agreement, dated as of June 24, 2019, by and among the Stockholders, Parent and the Company (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on June 24, 2019).

SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, we certify that the information set forth in this statement is true, complete and correct.

Dated: June 25, 2019

/s/ Leonard Riggio
Leonard Riggio

/s/ Louise Riggio
Louise Riggio

THE RIGGIO FOUNDATION

By: /s/ Leonard Riggio
Leonard Riggio, Trustee