



101902589

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-1601

CRG Acquisition Corp.
Individual(s) Association

General Partnership Limited Partnership

Corporation-State Georgia

Other _____

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Street _____

Address: 600 Peachtree Street, 5th Floor 6

City: Atlanta State GA Zip 30308

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National Banking Association

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: November 7, 2001

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

A. Trademark Application No.(s)
76081079, 75886638, 76086170

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

2411054, 2202205, 2168591, 1971333, 1962439, 1682941, 1680382, 2293048, 2076090, 2030844, 1950203, 1917866, 1871317, 1698379, 1698378, 1675059, 1639746, 1617663, 1489320, 1465395, 1411248, 1411247, 1375822, 1324493, 1285228, 1190680, 1168329, 1168305, 1110514, 893761, 859325

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

Name: Daniele E. Bourgeois, Esq.

Internal Address: TROUTMAN SANDERS LLP
Bank of America Plaza
Suite 5200

Street Address: 600 Peachtree Street NE

City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved:..... 34

7. Total fee (37 CFR 3.41)..... \$ 865.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
20-1507
(Attach duplicate copy of this page if paying by deposit account)

11/27/2001 6TUN11 00000034 76081079

01 FC:481 40.00 DP

02 FC:482 825.00 DP

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.

Daniele E. Bourgeois Daniele E. Bourgeois November 16, 2001

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of _____, 2001, by the Borrower referred to below in favor of the Lender (as such terms are defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among **CRG Acquisition Corp.** (the "Borrower") and **Bank of America, N.A.** (the "Lender"), the Lender has agreed to make the Loans and cause the issuance of the Letters of Credit on behalf of the Borrower; and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement; and

WHEREAS, the Borrower will derive substantial benefits, both directly and indirectly, from the Loans; and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make the Loans, the Borrower has agreed to conditionally assign to the Lender certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Borrower hereby agrees with the Lender as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, the Borrower hereby grants to the Lender, a security interest in the Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Borrower shall have or obtain ownership of any trademark, including

any registration or application therefor, with respect to goods sold in the Borrower's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of the Borrower which are confusingly similar to such mark, and the Borrower shall give to the Lender prompt written notice thereof. This Section 2 shall not apply to trademarks which are owned by others and licensed to the Borrower. The Borrower shall perform all acts and execute all documents reasonably requested by the Lender at any time and from time to time to evidence, perfect, maintain, record and enforce the Lender's security interest in the Trademarks in the United States of America, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

The Borrower authorizes the Lender to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Borrower.

4. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Lender, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Lender or its designee. The Borrower hereby irrevocably constitutes and appoints the Lender and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or the Lender's own name or the name of the Lender's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of the Borrower or the Lender, and to take any other actions deemed necessary by the Lender to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey, in any transaction authorized by the Credit Agreement or any other Loan Document, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Lender in its sole discretion, and such payments made by the Lender to become the obligations of the Borrower to the Lender, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Lender may, if any Event of Default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Credit Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released. The Borrower hereby agrees to execute any documents reasonably requested by the Lender in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, the Borrower shall have no right, title, or interest in or to any of the Trademarks and the Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Lender, or pursuant to the terms of the Loan Documents, deliver to the Lender all Goods bearing the Trademarks.

5. Termination of Agreement.

At such time as the Borrower shall completely satisfy all of the Obligations and the Commitments shall have been terminated, the Lender shall execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrower title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

6. Limitation of Liability and Indemnification.

The Borrower hereby releases the Lender from, and agrees to hold the, the Lender free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Lender's gross negligence or willful misconduct), and the Borrower agrees to indemnify the Lender from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

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Conditional Assignment and
Trademark Security Agreement

7. Waiver and Amendment.

(a) No course of dealing between the Borrower and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

8. Cumulative Rights.

All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or under the other Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

11. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

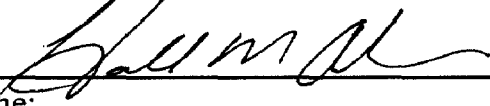
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12. Choice of Law.

The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Georgia.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CRG Acquisition Corp.

By: 
Name: _____
Title: _____

SCHEDULE A

Listing of Trademark Registrations and Applications

APPL/REGIS NO.	STATUS	MARK	LISTED OWNER
76/081079	Allowed	WHEN MEMORIES MATTER	Thomas Nelson, Inc.
75/886638	Allowed	INSPIRATIONS BY C.R. GIBSON	Thomas Nelson, Inc.
2,411,054	Registered	TOMORROW'S TREASURES	Thomas Nelson, Inc.
2,202,205	Registered	TOCCATA	Thomas Nelson, Inc.
2,168,591	Registered	WRITE 'N GO NOTES	Thomas Nelson, Inc.
1,971,333	Registered	MARKINGS	Thomas Nelson, Inc.
1,962,439	Registered	INSPIRATIONS	Thomas Nelson, Inc.
1,682,941	Registered	MARKINGS	Thomas Nelson, Inc.
1,680,382	Registered	MARKINGS INSPIRATIONS	Thomas Nelson, Inc.
76/086170	Pending	C.R. GIBSON	The C.R. Gibson Company
2,293,048	Registered	STEPPING STONES	The C.R. Gibson Company
2,076,090	Registered	CREATIVE PAPERS	The C.R. Gibson Company
2,030,844	Registered	A STAR IS BORN!	The C.R. Gibson Company
1,950,203	Registered	CREATIVE NOTES	The C.R. Gibson Company
1,917,866	Registered	DESIGN CLASSICS	The C.R. Gibson Company
1,871,317	Registered	BABY'S MILESTONES	The C.R. Gibson Company
1,698,379	Registered	BABY MEMORIES	The C.R. Gibson Company
1,698,378	Registered	WEDDING MEMORIES	The C.R. Gibson Company
1,675,059	Registered	CREATIVE PAPERS	The C.R. Gibson Company
1,639,746	Registered	LIBROMOUNT	The C.R. Gibson Company
1,617,663	Renewed	C.R. GIBSON	The C.R. Gibson Company
1,489,320	Registered	ALICE IN BIBLELAND	The C.R. Gibson Company
1,465,395	Registered	CREATIVE PAPERS	The C.R. Gibson Company
1,411,248	Registered	GIBSON	The C.R. Gibson Company
1,411,247	Registered	C.R. GIBSON	The C.R. Gibson Company
1,375,822	Registered	RANDOM MOUNT	The C.R. Gibson Company
1,324,493	Registered	GIBSON GIRL	The C.R. Gibson Company
1,285,228	Registered	PHOTO MEMORIES	The C.R. Gibson Company
1,190,680	Registered	P P & Design	The C.R. Gibson Company

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Conditional Assignment and
Trademark Security Agreement

1,168,329	Registered	PEOPLE NOTES	The C.R. Gibson Company
1,168,305	Registered	PRESENCE & Design	The C.R. Gibson Company
1,110,514	Renewed	CREATIVE PAPERS	The C.R. Gibson Company
893,761	Renewed	UNIMOUNT	The C.R. Gibson Company
859,325	Renewed	STARDUST	The C.R. Gibson Company

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Conditional Assignment and
Trademark Security Agreement

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT dated the ___ day of _____, 20___, from **CRG Acquisition Corp.**, a Georgia corporation (the "Assignor"), to **Bank of America, N.A.**, as Lender (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

CRG Acquisition Corp.

By: _____
Name: _____
Title: _____

PRIOR TRADEMARK ASSIGNMENT

FOR REFERENCE PURPOSES ONLY

NOT FOR RECORDATION

ASSIGNMENT

WHEREAS, The C.R. Gibson Company ("Assignor"), a Delaware corporation having its principal place of business at 501 Nelson Place, Nashville, Tennessee 37214-1000, is the owner of all right, title and interest in and to the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof, and the goodwill represented by said trademarks and service marks;

WHEREAS, CRG Acquisition Corp. ("Assignee"), a Georgia corporation having its principal place of business at 506 Nelson Place, Nashville, Tennessee 37214-3616, wishes to acquire the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof, and the goodwill represented by said trademarks and service marks;

WHEREAS, Assignor is assigning the trademarks and service marks shown on the attached Exhibit 1, the applications and registrations thereof and the goodwill represented thereby as part of the transfer of the entire business or portion thereof to which such trademarks and service marks pertain, as required by 15 U.S.C. §1060;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof and the goodwill represented by said trademarks and service marks, together with the right to sue for and to collect damages for past infringements of said trademarks and service marks.

Assignor agrees to execute and deliver all necessary or desirable documents to record the transfer effected by this assignment.

THE C.R. GIBSON COMPANY

Dated: _____, 2001

By: Eric Hayden
Name: ERIC HAYDEN
Title: Vice President

EXHIBIT 1

Mark	Registration No./ Serial No.	International Class(es)
C.R. GIBSON	1,617,663	20
A STAR IS BORN	2,030,844	16
CREATIVE PAPERS	2,076,090	16
LIBROMOUNT	1,639,746	16
WEDDING MEMORIES	1,698,378	16
BABY MEMORIES	1,698,379	16
PHOTO MEMORIES	1,285,228	16
PP Design	1,190,680	16
PEOPLE NOTES	1,168,329	16
PRESENCE & Design	1,168,305	16
C.R. GIBSON	1,411,247	16
GIBSON GIRL	1,324,493	16
RANDOM MOUNT	1,375,822	16
UNIMOUNT	893,761	16
STARDUST	859,325	16
CREATIVE PAPERS	1,465,395	16
CREATIVE PAPERS	1,110,514	16
CREATIVE PAPERS	1,675,059	16
GIBSON	1,411,248	16
ALICE IN BIBLELAND	1,489,320	16
STEPPING STONES	2,293,048	16
BABY'S MILESTONES	1,871,317	16
DESIGN CLASSICS	1,917,866	16

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CREATIVE NOTES	1,950,203	16
C.R. GIBSON	76/086,170	35

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ASSIGNMENT

WHEREAS, Thomas Nelson, Inc. ("Assignor"), a Tennessee corporation having its principal place of business at 501 Nelson Place, Nashville, Tennessee 37214-1000, is the owner of all right, title and interest in and to the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof, and the goodwill represented by said trademarks and service marks;

WHEREAS, CRG Acquisition Corp. ("Assignee"), a Georgia corporation having its principal place of business at 506 Nelson Place, Nashville, Tennessee 37214-3616, wishes to acquire the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof, and the goodwill represented by said trademarks and service marks;

WHEREAS, Assignor is assigning the trademarks and service marks shown on the attached Exhibit 1, the applications and registrations thereof and the goodwill represented thereby as part of the transfer of the entire business or portion thereof to which such trademarks and service marks pertain, as required by 15 U.S.C. §1060;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks and service marks listed on the attached Exhibit 1, the applications and registrations thereof and the goodwill represented by said trademarks and service marks, together with the right to sue for and to collect damages for past infringements of said trademarks and service marks.

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Assignor agrees to execute and deliver all necessary or desirable documents to record the transfer effected by this assignment.

THOMAS NELSON, INC.

Dated: _____, 2001

By: Eric Hayden
Name: ERIC HAYDEN
Title: Vice President

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss.:
COUNTY OF DAVIDSON)

On this _____ day of November, 2001, before me personally came
Eric Hayden, who being by me duly sworn did depose and say that he is
Vice President of Thomas Nelson, Inc., the corporation described in and which
executed the foregoing assignment; that he signed his name to the foregoing assignment;
and that he was authorized by the Board of Directors of said corporation to sign this name
thereto.

Carrie Muller
Notary Public



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01007.001 - pcvj782243.1

EXHIBIT I

Mark	Registration No./ Serial No.	International Class(es)
INSPIRATIONS (stylized)	1,962,439	16
INSPIRATIONS BY C.R. GIBSON	75/886,638	4, 21
MARKINGS	1,971,333	9, 11, 16, 20, 21
MARKINGS (stylized)	1,682,941	16
MARKINGS INSPIRATIONS (stylized)	1,680,382	16
TOCCATA	2,202,205	16
WHEN MEMORIES MATTER	76/081,079	4, 9, 14, 16, 20, 21, 35
WRITE 'N GO NOTES	2,168,591	16
TOMORROW'S TREASURES	2,411,054	16

11/06/01 01:15 pm
01867.001 — [NY]788263.1

TROUTMAN SANDERS LLP

A T T O R N E Y S A T L A W
A LIMITED LIABILITY PARTNERSHIP

BANK OF AMERICA PLAZA
800 PEACHTREE STREET, N.E. - SUITE 5200
ATLANTA, GEORGIA 30308-2216
www.troutmansanders.com
TELEPHONE: 404-885-3000
FACSIMILE: 404-885-3900

Daniele E. Bourgeois
daniele.bourgeois@troutmansanders.com

Direct Dial: 404-885-3406
Direct Fax: 404-962-6785

November 16, 2001

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Bank of America, NA- CRG Acquisition; Our Reference: 10644.111486

Honorable Commissioner:

Enclosed please find the following:

- (1) Recordation Form Cover Sheet dated November 16, 2001;
- (2) Conditional Assignment and Trademark Security Agreement;
- (3) This firm's check in the amount of \$865.00; and
- (4) Return postcard.

If any additional or deficient fees are deemed to be payable, please charge our Deposit Account No. 20-1507. Please note that the attached marks were previously assigned from C.R. Gibson Company and Thomas Nelson, Inc. to CRG Acquisition Corp. The prior Assignment, a copy of which is enclosed, is being separately recorded by counsel for CRG Acquisition Corp.

Respectfully submitted,

TROUTMAN SANDERS LLP

By: *Daniele E. Bourgeois*
Daniele E. Bourgeois

Enclosures

cc: Michael G. Leveille, Esq.
Elizabeth C. Abney, Esq.

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

Express Mail Mailing Label No. EL755846908US

Date of Deposit: November 16, 2001

I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

DANIELE E. BOURGEOIS

Daniele E. Bourgeois
Date of Signature: November 16, 2001