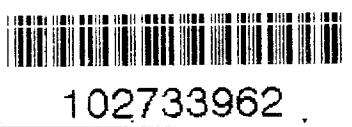


4/24/04

04-30-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ ▼



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102733962 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Family Christian Stores, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **-Michigan**
☐ Other _____

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

2. Name and address of receiving party(ies)
Name: Wachovia Bank, National Association
(f/k/a First Union Bank as Agent)
Internal
Address: One First Union Plaza

Street Address: 301 S. College Street, TW5
City: Charlotte State: NC Zip: 28288

☐ 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: 01/30/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
See Appendix B attached hereto.

B. Trademark Registration No.(s) _____
See Appendix B attached hereto.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David A. Levine
Internal Address: _____
Milbank, Tweed, Hadley & McCloy, LLP
Street Address: 601 S. Figueroa Street,
30th Floor
City: Los Angeles State: CA Zip: 90017

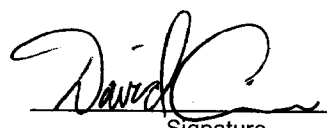
6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
13-3250

DO NOT USE THIS SPACE

9. Signature.

David A. Levine  04/23/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 138

RECEIVED
APR 24 2004
U.S. PATENT & TRADEMARK OFFICE

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Appendix A

Continuation of item no. 1 – Additional name(s) of conveying party(ies):

FCS Giftco, LLC, a Colorado limited liability company

Appendix B

Continuation of item nos. 4A and 4B – Application number(s) or registration number(s)

FAMILY CHRISTIAN STORES, INC.

U.S. TRADEMARKS

Trademark Application No.(s)

78/330,520

78/330,521

Trademark Registration No.(s)

2,597,684

2,747,385

FIRST AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PLEDGE AND SECURITY AGREEMENT (this "Amendment") dated the 30th day of January, 2004, is made in respect of the Pledge and Security Agreement dated as of March 24, 1999 by and among FAMILY CHRISTIAN STORES, INC., a Michigan corporation (the "Borrower"), and each of its Subsidiaries that, after the date thereof, executed an instrument of accession thereto (the "Guarantor Pledgors", and together with the Borrower, the "Pledgors") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank) in its capacity as administrative agent (in such capacity, the "Administrative Agent"), for the banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement described below (the "Security Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Security Agreement.

The Borrower, the Lenders and the Administrative Agent entered into that certain Credit Agreement dated as of March 24, 1999, as amended by the First Amendment thereto, dated as of March 31, 2000, the Second Amendment thereto, dated June 29, 2001, the Third Amendment thereto, dated as of July 24, 2001, the Fourth Amendment thereto, dated as of November 22, 2002, the Fifth Amendment thereto, dated as of April 15, 2003, the Sixth Amendment thereto, dated as of January 30, 2004 (the "Sixth Amendment") and as further amended, supplemented or otherwise modified from time to time (the "Credit Agreement").

It is a condition to the continued effectiveness of the Sixth Amendment that the Pledgors shall have executed and delivered this Amendment to the Administrative Agent, for the benefit of itself and the Lenders within fourteen (14) days of the date of the Sixth Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto for themselves and their successors and assigns, agree as follows:

AGREEMENT

1. Amendments to Security Agreement. The Security Agreement is hereby amended as follows:

(a) Section 1.1 is hereby amended by restating the definition for the term "Deposit Accounts" in its entirety as follows:

"Deposit Accounts" shall mean, collectively, all of each Pledgor's deposit accounts, as defined in the Uniform Commercial Code, maintained with the Administrative Agent or any other bank or depository institution, whether now owned or existing or hereafter acquired or arising and including, without limitation, all concentration accounts and any Collateral

Accounts, together with all funds held from time to time therein and all certificates and instruments from time to time representing, evidencing or deposited into such accounts.”

follows: (b) Section 1.2 is hereby amended by restating it in its entirety as

“1.2 Other Terms. All terms used in this Agreement that are not capitalized, including, but not limited to (a) chattel paper, (b) commercial tort claims, (c) fixtures, (d) goods, (e) investment property, (f) letter of credit rights and (g) supporting obligations shall have the meanings provided by the Uniform Commercial Code to the extent the same are used or defined therein.”

follows: (c) Section 2.1 is hereby amended by restating it in its entirety as

“2.1 Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Pledgor in and to all personal property and other assets, whether now owned or existing or hereafter owned, acquired, or arising, and regardless of where located (collectively, the ‘Collateral’), including, but not limited to, the following:

- (i) all Accounts;
- (ii) all cash and Cash Equivalents;
- (iii) all chattel paper;
- (iv) the commercial tort claims more particularly described on Annex H attached hereto;
- (v) all Deposit Accounts;
- (vi) all documents;
- (vii) all Equipment;
- (viii) all goods;
- (ix) all investment property, including, but not limited to Equity Interests; provided, however, that no Equity Interests of any issuer incorporated in a jurisdiction outside of the United

States of America shall be included hereunder to the extent that (A) the aggregate amount of Equity Interests of such issuer pledged hereunder would exceed 65% of such issuer's Equity Interests and (B) a percentage of such Equity Interests pledged hereunder exceeding 65% would result in adverse tax consequences to the Borrower;

- (x) all fixtures;
- (xi) all General Intangibles, including, without limitation, all rights under the Contracts;
- (xii) all insurance policies;
- (xiii) all Instruments;
- (xiv) all Inventory;
- (xv) all letter of credit rights;
- (xvi) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by such Pledgor or in which it has an interest) that at any time evidence or contain information relating to any collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;
- (xvii) to the extent not covered or not specifically excluded by clauses (i) through (xvi) above, all of such Pledgor's other personal property, whether now owned or existing or hereafter arising or acquired; and
- (xviii) any and all proceeds and supporting obligations, as both terms are defined in the Uniform Commercial Code, products, rents and profits of, to or from any and all of the foregoing and, to the extent not otherwise included in the foregoing, (w) all payments under any insurance (whether or not the Administrative Agent is the loss payee thereunder), indemnity, warranty or guaranty with respect to any of the foregoing Collateral, (x) all payments in connection with any requisition, condemnation, seizure or forfeiture with respect to any of the foregoing Collateral, (y) all claims and rights to recover for any past, present or future infringement or dilution of or injury to any Copyright Collateral, Patent Collateral or Trademark

Collateral, and (z) all other amounts from time to time paid or payable under or with respect to any of the foregoing Collateral (collectively, "Proceeds"). For purposes of this Agreement, the term "Proceeds" includes whatever is receivable or received when Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of, whether voluntarily or involuntarily.

(d) Section 3.2 is hereby amended by restating it in its entirety as follows:

"3.2 Security Interests; Filings. This Agreement, together with (i) the filing of duly completed (and executed, if required) Uniform Commercial Code financing statements (A) naming each Pledgor as debtor, (B) naming the Administrative Agent as secured party, and (C) describing the Collateral, in the jurisdictions set forth with respect to such Pledgor on Annex B hereto, (ii) the filing of duly completed and executed grants of security interest in the forms set forth as Exhibits B and C with the U.S. Copyright Office or the U.S. Patent and Trademark Office, with regard to federally registered Copyright Collateral, Patent Collateral, and Trademark Collateral of each Pledgor, as the case may be, (iii) the registration of transfer thereof to the Administrative Agent on the issuer's books or the execution by the issuer of a control agreement satisfying the requirements of Section 8-106 (or its successor provision) of the Uniform Commercial Code with regard to uncertificated Investments, (iv) the notation of the Administrative Agent's security interest on the applicable certificates of title or ownership with regard to Mobile Goods covered by a certificate of title or ownership, and (v) the delivery to the Administrative Agent of all stock certificates and Instruments included in the Collateral, together with undated stock powers duly executed in blank (and assuming continued possession thereof by the Administrative Agent and that the Administrative Agent has acquired its security interest and taken possession of such stock certificates and Instruments without notice of any adverse interests), creates, and at all times shall constitute, a valid and perfected security interest in and Lien upon the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties, to the extent a security interest therein can be perfected by such filings or possession, as applicable, superior and prior to the rights of all other Persons therein (except for Permitted Liens), and no other or additional filings, registrations, recordings or actions are or shall be necessary or appropriate in order to maintain the perfection and priority of such Lien and security interest, other than actions required with respect to Collateral of the types excluded from Article 9 of the Uniform Commercial Code or from the filing requirements under such Article 9 by reason of Section 9-109, 9-309, 9-310 or 9-311 of the Uniform Commercial Code and other than continuation statements required under the Uniform Commercial Code (it being specifically noted that the Administrative Agent may at its option,

but shall not be required to, require that any bank or other depository institution at which a Deposit Account is maintained enter into a written agreement or take such other action as may be necessary to perfect the security interest of the Administrative Agent in such Deposit Account and the funds therein).”

follows: (e) Section 4.2 is hereby amended by restating it in its entirety as

“4.2 Change of Name, Locations, etc. No Pledgor will (i) change its name, identity, corporate structure or jurisdiction of formation, (ii) change its chief executive office from the location thereof listed on Annex C, or (iii) remove any Collateral (other than Mobile Goods and goods in transit), or any books, records or other information relating to Collateral, from the applicable location thereof listed on Annex C, or keep or maintain any Collateral at a location not listed on Annex C, unless in each case such Pledgor has (A) given thirty (30) days’ prior written notice to the Administrative Agent of its intention to do so, together with information regarding any such new location and such other information in connection with such proposed action as the Administrative Agent may reasonably request (except that the Borrower shall not be required to give thirty (30) days’ prior written notice with respect to the transfer of Collateral from one Store to another Store solely in connection with the closings of Stores 106, 154, 178, 199 and 437 which shall occur within 45 days of February 17, 2004); provided, however, that, notwithstanding the foregoing, with respect to any Store closure, such Pledgor shall give at least thirty (30) days’ prior written notice to the Administrative Agent of its intention to close such Store and within ten (10) days of such Store closure, such Pledgor shall deliver to the Administrative Agent information regarding the new locations of any Collateral moved from such closed Store and such other information as the Administrative Agent may reasonably request, and (B) delivered to the Administrative Agent ten (10) days prior to any such change or removal such documents, instruments and financing statements as may be reasonably required by the Administrative Agent, all in form and substance reasonably satisfactory to the Administrative Agent, paid all necessary filing and recording fees and taxes, and taken all other actions reasonably requested by the Administrative Agent (including, at the request of the Administrative Agent, delivery of opinions of counsel reasonably satisfactory to the Administrative Agent to the effect that all such actions have been taken), in order to perfect and maintain the Lien upon and security interest in the Collateral provided for herein in accordance with the provisions of **Section 3.2.**”

follows: (f) Section 4.14 is hereby amended by restating it in its entirety as

“4.14 Deposit and Collection Procedures. Each Pledgor will execute all such documents and agreements, including, without limitation, an Agency Account Agreement, and take all such actions as are necessary to ensure that all Proceeds of Accounts remitted to or otherwise received by it are deposited, promptly upon its receipt thereof, directly into a Deposit Account maintained by or for the benefit of such Pledgor, and that the balances in each such Deposit Account are transferred not less frequently than daily to a concentration account maintained with the Administrative Agent or with another bank or depository institution that has, together with the applicable Pledgor, executed and delivered to the Administrative Agent a duly completed Agency Account Agreement covering such concentration account. Each Pledgor will provide each bank or depository institution at which any Deposit Account is maintained from time to time with such transfer instructions and other information as such bank or depository institution may require in order to permit such Pledgor to comply with the provisions of this Section. All costs and expenses incurred in connection with the establishment and maintenance of such Deposit Accounts and the Agency Account Agreements and the transfers of funds therefrom and thereto as described in this Section shall be for the account of the Pledgors. No Proceeds of Accounts will be deposited in or at any time transferred to a Deposit Account other than a Deposit Account the balances in which are transferred not less frequently than daily to a Deposit Account covered by an Agency Account Agreement. No Pledgor shall cause or permit any funds or other property not constituting Proceeds of Collateral to be deposited into any Deposit Account covered by an Agency Account Agreement and containing Proceeds of Collateral. So long as no Event of Default shall have occurred and be continuing, the Pledgors shall have the right to collect, withdraw and direct the disposition of funds on deposit in the Deposit Accounts covered by the Agency Account Agreements in a manner not inconsistent with the provisions of this Agreement, the Agency Account Agreements or any of the other Credit Documents; provided, however, that upon the occurrence and during the continuance of an Event of Default and notice thereof from the Administrative Agent to the Borrower, the Administrative Agent shall have exclusive dominion and control over all such Deposit Accounts, with the powers and rights granted herein and in the applicable Agency Account Agreements with respect thereto, and no Pledgor shall have any right to collect, withdraw or direct the disposition of funds on deposit in the Concentration Accounts or to take any action to effect the same. Any failure by any Pledgor to observe, perform or comply with any provision of this Section shall constitute an Event of Default under the Credit Agreement. Notwithstanding anything to the contrary herein, no Pledgor shall be required to enter into and deliver an Agency Account Agreement with respect to any Deposit Account which is a payroll account, an account held by an individual Store or a petty cash account; provided, however that if the balance in any account held by an individual

Store or in any petty cash account exceeds \$50,000 at any given time, then such Pledgor shall use best efforts to deliver to the Administrative Agent, within thirty (30) days after the date that the balance in such account exceeds \$50,000, a fully executed Agency Account Agreement with respect to such account.”

(g) Article 4 is hereby amended by adding Section 4.16 immediately following Section 4.15 as set forth below:

“4.16 Commercial Tort Claims. Within five (5) Business Days after such Pledgor obtains knowledge of it, notify Administrative Agent of any commercial tort claim in excess of \$50,000 and unless otherwise consented by Administrative Agent, Pledgors shall enter into a supplement to this Security Agreement, granting to Administrative Agent a Lien in such commercial tort claim.”

(h) A new annex in the form of Annex H attached hereto is added in alphabetical order to the annexes to the Security Agreement.

2. Confirmation of Prior Grant; Grant of Lien on New Collateral. Each of the Pledgors hereby confirms and reconfirms its prior grant of a continuing security interest in the Collateral as defined in the Security Agreement and acknowledges that, as to the original Collateral, such prior grant continues in full force and effect as a valid, binding and enforceable perfected Lien on such Collateral. To the extent that any of the personal property described in Section 2.1 of the Security Agreement as amended hereby was not included within the original Collateral, each Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders pursuant to the terms of the Security Agreement a continuing security interest in, and a right to set off against, any and all right, title and interest of such Pledgor in and to the newly described Collateral, whether now owned or existing or owned, acquired, or arising hereafter to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations.

3. Limited Effect of Agreement. Except as expressly provided in this Amendment, the Security Agreement and each other Credit Document shall continue to be, and shall remain, in full force and effect.

4. Representations and Warranties.

(a) By its execution hereof, each of the Pledgors hereby certifies that each of the representations and warranties set forth in the Security Agreement in respect of such Pledgor is true and correct in all material respects as of the date hereof as if fully set forth herein (except to the extent such representation or warranty is expressly stated to have been made as of a specified date, in which case such representation or warranty shall be true and correct in all material respects as of such specified date), and that as of the date hereof no Default or Event of Default has occurred and is continuing.

(b) Each of the Pledgors hereby represents and warrants to the Administrative Agent for the benefit of the Lenders, that the updated annexes to the Security Agreement attached hereto as Annex A are true, correct and complete as of the date hereof.

(c) Each of the Pledgors hereby represents and warrants that the Liens previously granted by the Pledgors pursuant to the Security Agreement were perfected by the filing of the financing statements listed on Annex B attached hereto.

5. FCS Giftco LLC Interests. FCS Giftco LLC ("FCS Giftco") shall not, and each Pledgor other than FCS Giftco shall not permit FCS Giftco to, certificate any Equity Interests in FCS Giftco ("Giftco Interests"). Each Pledgor which owns uncertificated Giftco Interests shall not deliver (as such term is used in Article 8 of the Uniform Commercial Code) any such uncertificated Giftco Interests to any Person other than the Administrative Agent. With respect to any Giftco Interests, FCS Giftco shall not, and each Pledgor other than FCS Giftco shall not permit FCS Giftco to, agree to comply with instructions originated by any Person, other than the Administrative Agent, without further consent by the registered owner of such Giftco Interests.

6. Further Assurances. Each of the Pledgors agree that its obligations hereunder are subject to Section 6.13 of the Credit Agreement and Section 7.2(a) of the Security Agreement. Without limiting the foregoing, the Pledgors consent to the filing of UCC financing statements describing the Collateral as "all assets" or "all personal property" of such Pledgor (provided that no such description shall be deemed to modify the description of Collateral set forth in the Security Agreement).

7. Severability. If any provision of this Amendment is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be constructed without giving effect to the illegal, invalid or unenforceable provision.

8. Applicable Law. This Amendment shall be governed by and construed in accordance with the internal laws and judicial decisions of the State of North Carolina.

9. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument.

10. Headings. The headings of this Amendment are for the purposes of reference only and shall not affect the construction of this Amendment.


11. Entire Agreement. This Amendment and the other Credit Documents represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to this Amendment or the other Credit Documents or the transactions contemplated herein and therein.

12. Credit Document. This Amendment is one of the Credit Documents and one of the Security Documents under and pursuant to the Credit Agreement and all provisions of the Credit Agreement which apply to Credit Documents and Security Documents shall apply to this Amendment.


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date and year first above written.

**FAMILY CHRISTIAN STORES, INC.,
as Pledgor**

By: 
Name: David M. Browne
Title: President & CEO

FCS GIFTCO, LLC, as Pledgor

By: 
Name: David M. Browne
Title: President & CEO of
Family Christian Stores, Inc.;
The sole member of FCS Giftco, LLC

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date and year first above written.

**FAMILY CHRISTIAN STORES, INC.,
as Pledgor**

By: _____
Name:
Title:

FCS GIFTCO, LLC, as Pledgor

By: _____
Name:
Title:

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: Katherine A. Harkness
Name:
Title: **Katherine A. Harkness
Director**

UPDATED ANNEXES TO SECURITY AGREEMENT

LA1:#6276612

TRADEMARK
REEL: 002959 FRAME: 0574

Pledged Equity Interests

None.

Filing Locations

Michigan (state)

Locations of Chief Executive Office, etc.

1. Chief executive office:

5300 Patterson Ave., SE
Grand Rapids, MI 49530
2. Records relating to Collateral:

5300 Patterson Ave., SE
Grand Rapids, MI 49530
3. Equipment or Inventory:

5300 Patterson Ave., SE
Grand Rapids, MI 49530

See attached.
4. Other places of business:

None.
5. Trade/fictitious or prior corporate names:

See attached.

Copyrights and Copyright Applications

None.

Patents and Patent Applications

None.

Trademarks and Trademark Applications

See Attached.

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Report Date: 2/16/2004

Page: 1

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
PASTORS PERKS	United States	3/6/1995 74/642872	1/16/1996 1949128	Transferred Out	42	Retail store services at discounted pricing in the field of religious and inspirational products.	49158.51025-1
FAMILY BOOKSTORES	Canada	3/9/1995	9/27/1996	Registered	42	Retail store services in the field of religious and inspirational merchandise, including books, gifts, arts and crafts, printed music, audio and video tapes, sound recordings, greeting cards, stationary, and church supplies.	49158.30766-002
		777415	463773				
FAMILY PERKS	United States	3/2/1995 74/641334	1/23/1996 1951280	Transferred Out	42	Retail store services at discounted pricing in the field of religious and inspirational products.	49158.51024-1
FAMILY CHRISTIAN STORES	United States	3/3/1997	12/29/1998	Registered	35	Retail store services in the field of religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.	49158.58671-001
		75/250655	2213785				
FAMILY CHOICE PRODUCTS	United States	8/10/1992	6/7/1994	LAPSED	42	Retail store services in the field of religious and inspirational merchandise; namely, gifts, toys, games, ornaments, figurines, plaques, dishware and arts and crafts.	49158.41575-001
		74/302356	1839088				
FAMILY BOOKSTORES	United States	4/3/1986	3/17/1987	Registered	42	RETAIL STORE SERVICES IN THE FIELD OF RELIGIOUS AND INSPIRATIONAL MERCHANDISE, INCLUDING BOOKS, GIFTS, ARTS AND CRAFTS, PRINTED MUSIC, AUDIO AND VIDEO TAPES, SOUND RECORDINGS, GREETING CARDS, STATIONARY, AND CHURCH SUPPLIES	49158.30766-001
		591356	1433364				
FAMILY CHRISTIAN PRESS	United States	8/1/1997	8/24/1999	Registered	9, 16	A	49158.60306-001
						udio cassette tapes and CDs featuring	

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Report Date: 2/16/2004

Page: 1

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
JOSHUA'S CHRISTIAN STORES (& DESIGN)	United States	75/334827	2272886	Registered	42	prerecorded music, books on tapes and stories. Books; namely, bible references, christian living, and fiction.	49158.64293-001
JOSHUA'S CHRISTIAN STORES	United States	73/725286	1531397	Do Not Renew	42	Retail and mail order store services in the field of religious books, tapes, music, gifts and the like, in class 42.	49158.64294-001
LORD'S VINEYARD	United States	10/17/1994	1952679	Do Not Renew	42	Retail-store services and mail-order services in the field of religious books, prerecorded music, prerecorded audio and video tapes and gifts, in class 42.	49158.64472-001
HOUSE FULL OF BLESSINGS	United States	74/586557	1918618	Abandoned	3, 4, 9, 14, 16, 20, 21, 23, 24, 25, 28, 30, 32, 35	kin lotion; skin cream; body powder; bath oils; bath gel; hair cleaning preparations; hair styling preparations; lip balm; makeup; nail care preparations; skin soap; potpourri; and sun screen preparations. Candles.	49158.72460-001
						Computer programs for use as screen savers; computer programs for providing individual access to a global communications network; pre-recorded audio tapes featuring musical sound recordings.	
						Jewelry.	
						Sheet music; printed music books; calendars; paintings; art prints; personal planners; personal organizers; religious books; prayer books; books on Christian spiritual and inspirational topics and themes; stationery;	

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Report Date: 2/16/2004 Page:

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
						greeting cards; bookmarks; pens; pencils; pocket cards featuring bible verses, blessings and Christian themes; table cloths of paper; paper napkins; gift wrapping paper; catalogs featuring paper goods and printed matter, personal care products, jewelry, candles clothing, food, and house wares; and paper gift bags.	
						Furniture; wood ornaments for use in the kitchen; plastic and wood nested boxes.	
						Candle holders not of precious metal; beverage glassware; bakeware; non-metal wicker straw and hand-woven wood baskets; pottery, namely, vases, cookie jars, decorative wall ornaments, soap dishes, decorative plates, mugs and flower pots, non-metal decorative boxes; bowls; cleaning cloths; soap containers; containers for food; cookware; household utensils, namely, spatulas and scrapers; napkin rings not of precious metal; napkin holders; glass and ceramic ornaments for use in the kitchen; pots; and flower pots.	
						Yarn and thread.	
						Cotton, polyester and nylon fabrics; towels; bath linen; dish cloths; pot holders; kitchen towels; curtains; bed linens; table cloths not of paper; textile napkins; textile place mats; table linen; textile wall hangings; tapestries of textile.	
						Footwear; apparel, namely sweatshirts, t-shirts, pants, shorts, ties, socks, shirts, skirts and skirts, outerwear, namely, coats, jackets and scarves; belts, suspenders, hats and head wear.	
						Christmas tree decorations.	
						Candy; bread; bakery goods.	
						Drinks and drink mixes.	

TRADEMARK

REEL: 002959 FRAME: 0583

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Report Date: 2/16/2004 Page: 1

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
FAMILY CHOICE	United States	76/163370		Abandoned	3, 4, 9, 10, 14, 16, 20, 21, 23, 24, 25, 28, 30, 32, 35	Retail store services of personal care products, housewares, clothing, food, paper goods and printed matter via catalogs and a global computer network.	49158.71348-001
		11/9/2000				S kin lotion; skin cream; body powder; bath oils; bath gel; hair cleaning preparations; hair styling preparations; lip balm; makeup; nail care preparations; skin soap; potpourri; and sun screen preparations. Candles.	

Computer programs for use as screen savers;
computer programs for providing individual
access to a global communications network;
pre-recorded audio tapes featuring musical
sound recordings.

Baby bottles; pacifiers for babies.

Jewelry.

Sheet music; printed music books; calendars;
paintings; art prints; personal planners;
personal organizers; religious books; prayer
books; books on Christian spiritual and
inspirational topics and themes; stationery;
greeting cards; bookmarks; pens; pencils; pocket
cards featuring bible verses, blessings and
Christian themes; table cloths of paper; paper
napkins; gift wrapping paper; catalogs featuring
paper goods and printed matter, personal care
products, jewelry, candles, clothing, food and
house wares; , and paper gift bags.

Furniture; wood ornaments for use in the
kitchen; plastic and wood nested boxes.

Candle holders not of precious metal; beverage
glassware; bakeware; non-metal wicker straw and

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Report Date: 2/16/2004

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Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
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hand-woven wood baskets; pottery, namely, vases, cookie jars, decorative wall ornaments, soap dishes, decorative plates, mugs and flower pots; non-metal decorative boxes; bowls; cleaning cloths; soap containers; containers for food; cookware; household utensils, namely, spatulas and scrapers; napkin rings not of precious metal; napkin holders; glass and ceramic ornaments for use in the kitchen; pots; and flower pots.

Yarn; and thread.

Cotton, polyester and nylon fabrics; towels; bath linen; dish cloths; pot holders; kitchen towels; curtains; bed linens; table cloths not of paper; textile napkins; textile place mats; table linen; textile wall hangings; and tapestries of textile.

Footwear; apparel, namely sweatshirts, t-shirts, pants, shorts, ties, socks, shirts and skirts, outerwear, namely, coats, jackets and scarves; belts, suspenders, hats, and head wear.

Christmas tree decorations.

Candy; bread; bakery goods.

Drinks and drink mixes.

Retail store services of personal care products, housewares, clothing, food, paper goods and printed matter via catalogs and a global computer network.

76/163371

FAMILY CHRISTIAN	United States	6/4/2001	7/23/2002	Registered	35	Retail store services featuring religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, infant and children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and	49158.74815-001
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TRADEMARKS/SERVICE MARKS IN THE NAME OF

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
HELPING TO STRENGTHEN HEARTS, MINDS & SOULS	United States	76/266035 9/30/2002	2597684 8/5/2003	Registered	35	gift wrap. Retail store services featuring religious and inspirational merchandise; computerized on-line retail services and mail order catalog services featuring religious and inspirational merchandise.	49158.80188-001
Family Christian Stores Logo	United States	78/169184	2747385	Not Filed			49158.83830-001
JAMES FUND and Design	United States	11/20/2003 78/330520		Pending	36	Charitable foundation services; namely, charitable fund raising, providing charitable assistance and grants to individuals and organizations; eleemosynary services in the field of charitable assistance to individuals and organizations.	49158.84766-001
JAMES FUND	United States	11/20/2003 78/330521		Pending	36	Charitable foundation services; namely, charitable fund raising, providing charitable assistance and grants to individuals and organizations; eleemosynary services in the field of charitable assistance to individuals and organizations.	49158.84767-001

Commercial Tort Claims

None.

None.

Trademarks and Trademark Applications

See attached.

Patents and Patent Applications

None.

TRADEMARKS/SERVICE MARKS IN THE NAME OF

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Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
PASTORS PERKS	United States	3/6/1995 74/642872	1/16/1996 1949128	Transferred Out	42	Retail store services at discounted pricing in the field of religious and inspirational products.	49158.51025-1
FAMILY BOOKSTORES	Canada	3/9/1995 777415	9/27/1996 463773	Registered	42	Retail store services in the field of religious and inspirational merchandise, including books, gifts, arts and crafts, printed music, audio and video tapes, sound recordings, greeting cards, stationary, and church supplies.	49158.30766-002
FAMILY PERKS	United States	3/2/1995 74/641334	1/23/1996 1951280	Transferred Out	42	Retail store services at discounted pricing in the field of religious and inspirational products.	49158.51024-1
FAMILY CHRISTIAN STORES	United States	3/3/1997 75/250655	12/29/1998 2213785	Registered	35	Retail store services in the field of religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.	49158.58671-001
FAMILY CHOICE PRODUCTS	United States	8/10/1992 74/302356	6/7/1994 1839088	LAPSED	42	Retail store services in the field of religious and inspirational merchandise; namely, gifts, toys, games, ornaments, figurines, plaques, dishware and arts and crafts.	49158.41575-001
FAMILY BOOKSTORES	United States	4/3/1986 591356	3/17/1987 1433364	Registered	42	RETAIL STORE SERVICES IN THE FIELD OF RELIGIOUS AND INSPIRATIONAL MERCHANDISE, INCLUDING BOOKS, GIFTS, ARTS AND CRAFTS, PRINTED MUSIC, AUDIO AND VIDEO TAPES, SOUND RECORDINGS, GREETING CARDS, STATIONARY, AND CHURCH SUPPLIES	49158.30766-001
FAMILY CHRISTIAN PRESS	United States	8/1/1997 591356	8/24/1999 1433364	Registered	9, 16	A udio cassette tapes and CDs featuring	49158.60306-001

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Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
JOSHUA'S CHRISTIAN STORES (& DESIGN)	United States	75/334827 4/29/1988	2272886 3/21/1989	Registered	42	prerecorded music, books on tapes and stories. Books; namely, bible references, christian living, and fiction.	49158.64293-001
JOSHUA'S CHRISTIAN STORES	United States	73/725286 10/17/1994	1531397 1/30/1996	Do Not Renew	42	Retail and mail order store services in the field of religious books, tapes, music, gifts and the like, in class 42.	49158.64294-001
LORD'S VINEYARD	United States	74/586559 10/17/1994	1952679 9/12/1995	Do Not Renew	42	Retail-store services and mail-order services in the field of religious books, prerecorded music, prerecorded audio and video tapes and gifts, in class 42.	49158.64472-001
HOUSE FULL OF BLESSINGS	United States	74/586557 11/9/2000	1918618	Abandoned	3, 4, 9, 14, 16, 20, 21, 23, 24, 25, 28, 30, 32, 35	S kin lotion; skin cream; body powder; bath oils; bath gel; hair cleaning preparations; hair styling preparations; lip balm; makeup; nail care preparations; skin soap; potpourri; and sun screen preparations. Candles.	49158.72460-001

Computer programs for use as screen savers;
computer programs for providing individual
access to a global communications network;
pre-recorded audio tapes featuring musical
sound recordings.

Jewelry.

Sheet music; printed music books; calendars;
paintings; art prints; personal planners;
personal organizers; religious books; prayer
books; books on Christian spiritual and
inspirational topics and themes; stationery;

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Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
						greeting cards; bookmarks; pens; pencils; pocket cards featuring bible verses, blessings and Christian themes; table cloths of paper; paper napkins; gift wrapping paper; catalogs featuring paper goods and printed matter, personal care products, jewelry, candles clothing, food, and house wares; and paper gift bags.	
						Furniture; wood ornaments for use in the kitchen; plastic and wood nested boxes.	
						Candle holders not of precious metal; beverage glassware; bakeware; non-metal wicker straw and hand-woven wood baskets; pottery, namely, vases, cookie jars, decorative wall ornaments, soap dishes, decorative plates, mugs and flower pots, non-metal decorative boxes; bowls; cleaning cloths; soap containers; containers for food; cookware; household utensils, namely, spatulas and scrapers; napkin rings not of precious metal; napkin holders; glass and ceramic ornaments for use in the kitchen; pots; and flower pots.	

Yarn and thread.

Cotton, polyester and nylon fabrics; towels; bath linen; dish cloths; pot holders; kitchen towels; curtains; bed linens; table cloths not of paper; textile napkins; textile place mats; table linen; textile wall hangings; tapestries of textile.

Footwear; apparel, namely sweatshirts, t-shirts, pants, shorts, ties, socks, shirts, skirts and skirts, outerwear, namely, coats, jackets and scarves; belts, suspenders, hats and head wear.

Christmas tree decorations.

Candy; bread; bakery goods.

Drinks and drink mixes.

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
FAMILY CHOICE	United States	76/163370 11/9/2000		Abandoned	3, 4, 9, 10, 14, 16, 20, 21, 23, 24, 25, 28, 30, 32, 35	Retail store services of personal care products, housewares, clothing, food, paper goods and printed matter via catalogs and a global computer network. S kin lotion; skin cream; body powder; bath oils; bath gel; hair cleaning preparations; hair styling preparations; lip balm; makeup; nail care preparations; skin soap; potpourri; and sun screen preparations. Candles.	49158.71348-001

Computer programs for use as screen savers; computer programs for providing individual access to a global communications network; pre-recorded audio tapes featuring musical sound recordings.

Baby bottles; pacifiers for babies.

Jewelry.

Sheet music; printed music books; calendars; paintings; art prints; personal planners; personal organizers; religious books; prayer books; books on Christian spiritual and inspirational topics and themes; stationery; greeting cards; bookmarks; pens; pencils; pocket cards featuring bible verses, blessings and Christian themes; table cloths of paper; paper napkins; gift wrapping paper; catalogs featuring paper goods and printed matter, personal care products, jewelry, candles, clothing, food and house wares; ; and paper gift bags.

Furniture; wood ornaments for use in the kitchen; plastic and wood nested boxes.

Candle holders not of precious metal; beverage glassware; bakeware; non-metal wicker straw and

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
FAMILY CHRISTIAN	United States	76/163371	6/4/2001	Registered	35	hand-woven wood baskets; pottery, namely, vases, cookie jars, decorative wall ornaments, soap dishes, decorative plates, mugs and flower pots; non-metal decorative boxes; bowls; cleaning cloths; soap containers; containers for food; cookware; household utensils, namely, spatulas and scrapers; napkin rings not of precious metal; napkin holders; glass and ceramic ornaments for use in the kitchen; pots; and flower pots.	49158.74815-001
						Yarn; and thread.	
						Cotton, polyester and nylon fabrics; towels; bath linen; dish cloths; pot holders; kitchen towels; curtains; bed linens; table cloths not of paper; textile napkins; textile place mats; table linen; textile wall hangings; and tapestries of textile.	
						Footwear, apparel, namely sweatshirts, t-shirts, pants, shorts, ties, socks, shirts and skirts, outerwear, namely, coats, jackets and scarves; belts, suspenders, hats, and head wear.	
						Christmas tree decorations.	
						Candy; bread; bakery goods.	
						Drinks and drink mixes.	
						Retail store services of personal care products, housewares, clothing, food, paper goods and printed matter via catalogs and a global computer network.	
						Retail store services featuring religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, infant and children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and	

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Report Date: 2/16/2004

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Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
HELPING TO STRENGTHEN HEARTS, MINDS & SOULS	United States	76/266035 9/30/2002	2597684 8/5/2003	Registered	35	gift wrap. Retail store services featuring religious and inspirational merchandise; computerized on-line retail services and mail order catalog services featuring religious and inspirational merchandise.	49158.80188-001
Family Christian Stores Logo	United States	78/169184	2747385	Not Filed			49158.83830-001
JAMES FUND and Design	United States	11/20/2003		Pending	36	Charitable foundation services; namely, charitable fund raising, providing charitable assistance and grants to individuals and organizations; eleemosynary services in the field of charitable assistance to individuals and organizations.	49158.84766-001
JAMES FUND	United States	78/330520 11/20/2003		Pending	36	Charitable foundation services; namely, charitable fund raising, providing charitable assistance and grants to individuals and organizations; eleemosynary services in the field of charitable assistance to individuals and organizations.	49158.84767-001

FINANCING STATEMENTS

<u>Location</u>	<u>Filing Date</u>	<u>Number</u>
Alabama (<i>state</i>)	March 25, 1999	B 99-12968 FS
Arizona (<i>state</i>)	March 25, 1999	01059566
Arkansas (<i>state</i>)	March 25, 1999	1178725
California (<i>state</i>)	March 25, 1999	9908560548
Colorado (<i>state</i>)	March 25, 1999	19992016834
Florida (<i>state</i>)	March 25, 1999	990000065546
Georgia (<i>Cobb County</i>)	April 8, 1999	033199906115
Idaho (<i>state</i>)	March 25, 1999	B 829491
Illinois (<i>state</i>)	March 25, 1999	4010314 FS
Indiana (<i>state</i>)	March 25, 1999	2246447
Iowa (<i>state</i>)	March 25, 1999	P003136
Kentucky (<i>Jefferson County</i>)	March 26, 1999	99-02253
Louisiana (<i>Jefferson County</i>)	March 26, 1999	26232201-A
Louisiana (<i>Lafayette County</i>)	March 26, 1999	28-387174
Louisiana (<i>Ouachita County</i>)	March 26, 1999	37-82699
Louisiana (<i>Rapides County</i>)	March 25, 1999	40-044193
Maryland (<i>state</i>)	March 25, 1999	0000000181000247
Minnesota (<i>state</i>)	March 25, 1999	2116613
Michigan (<i>state</i>)	March 25, 1999	D494677
Mississippi (<i>state</i>)	March 25, 1999	01306569
Missouri (<i>state</i>)	March 25, 1999	3017267
Montana (<i>state</i>)	March 25, 1999	557989
Nebraska (<i>state</i>)	March 25, 1999	80123
Nevada (<i>state</i>)	March 25, 1999	9904493
New Jersey (<i>state</i>)	March 25, 1999	1896517
New Jersey (<i>state</i>) *	March 25, 1999	1896533
New Mexico (<i>state</i>)	March 25, 1999	990325048
New York (<i>state</i>)	March 25, 1999	058696
North Carolina (<i>state</i>)	March 25, 1999	19990029062
North Dakota (<i>state</i>)	March 25, 1999	99-00848178
Ohio (<i>state</i>)	March 29, 1999	AP0130054
Oklahoma (<i>Oklahoma County</i>)	April 1, 1999	N0002961
Oregon (<i>state</i>)	March 25, 1999	461658
Pennsylvania (<i>state</i>)	March 25, 1999	30060658
South Carolina (<i>state</i>)	March 25, 1999	990325-101213A
Tennessee (<i>state</i>)	March 25, 1999	993-015857

* Debtor is Family Bookstores, Inc.

Texas (<i>state</i>)	March 25, 1999	99-057045
Virginia (<i>state</i>)	March 25, 1999	990325-7198
Washington (<i>state</i>)	March 25, 1999	99-084-0028
West Virginia (<i>state</i>)	March 25, 1999	513822
Wisconsin (<i>state</i>)	March 25, 1999	1834330

COMMERCIAL TORT CLAIMS

None.

LA1:#6276612

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT, dated as of the 24th day of March, 1999 (this "Agreement"), is made by **FAMILY CHRISTIAN STORES, INC.**, a Michigan corporation (the "Borrower"), and each of its Subsidiaries that, after the date hereof, executes an instrument of accession hereto substantially in the form of Exhibit D (a "Pledgor Accession"; the undersigned and such other Subsidiaries, collectively, the "Guarantor Pledgors," and together with the Borrower, the "Pledgors"), in favor of **FIRST UNION NATIONAL BANK**, as administrative agent (in such capacity, the "Administrative Agent"), for the banks and other financial institutions (collectively, the "Lenders") party to the Credit Agreement referred to below for the benefit of the Secured Parties (as hereinafter defined) Capitalized terms used herein without definition shall have the meanings given to them in the Credit Agreement referred to below.

The Borrower, the Lenders, the Administrative Agent, BankBoston, N.A., as Syndication Agent, and Heller Financial, Inc., as Documentation Agent, are parties to a Credit Agreement, dated as of March 24, 1999 (as amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the availability of certain credit facilities to the Borrower upon the terms and subject to the conditions set forth therein.

As a condition to the extension of credit to the Borrower under the Credit Agreement, certain Subsidiaries of the Borrower may from time to time after the date hereof enter into a Subsidiary Guaranty, pursuant to which such Subsidiaries will guarantee to the Secured Parties the payment in full of the Obligations under the Credit Agreement and the other Credit Documents.

It is a further condition to the extension of credit to the Borrower under the Credit Agreement that the Pledgors shall have agreed, by executing and delivering this Agreement, to secure the payment in full of their respective obligations under the Credit Agreement, the Subsidiary Guaranty and the other Credit Documents. The Secured Parties are relying on this Agreement in their decision to extend credit to the Borrower under the Credit Agreement, and would not enter into the Credit Agreement without the execution and delivery of this Agreement by the Pledgors.

The Pledgors will obtain benefits as a result of the extension of credit to the Borrower under the Credit Agreement, which benefits are hereby acknowledged, and, accordingly, desire to execute and deliver this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to induce the

Secured Parties to enter into the Credit Agreement and to induce the Lenders to extend credit to the Borrower thereunder, each Pledgor hereby agrees as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined elsewhere herein, the following terms shall have the meanings set forth below:

“Accounts” shall mean, collectively, all of each Pledgor’s accounts, as defined in the Uniform Commercial Code, including, without limitation, all of such Pledgor’s accounts receivable, all rights to payment for goods sold or leased or to be sold or to be leased (including all rights to returned or repossessed goods) or for services rendered at any time or for services to be rendered (including any rights to stoppage in transit, repossession and reclamation and other rights of an unpaid vendor or secured party), all rights under or evidenced by book debts, notes, bills, drafts or acceptances, all Instruments evidencing or relating to any of the foregoing, and all rights under security agreements, guarantees, indemnities and other instruments and contracts securing or otherwise relating to any of the foregoing, in each case whether now owned or existing or hereafter acquired or arising.

“Collateral” shall have the meaning given to such term in **Section 2.1**.

“Collateral Accounts” shall have the meaning given to such term in **Section 6.3**.

“Contracts” shall mean, collectively, all rights of each Pledgor under all leases (including, without limitation, those leases listed on **Schedule 5.12** to the Credit Agreement), contracts and agreements to which such Pledgor is now or hereafter a party, including, without limitation, all rights, privileges and powers under Investment Agreements and Licenses, together with any and all extensions, modifications, amendments and renewals of such leases, contracts and agreements and all rights of such Pledgor to receive moneys due or to become due thereunder or pursuant thereto and to amend, modify, terminate or exercise rights under such leases, contracts and agreements, but excluding rights under (but not excluding Proceeds of) any lease, contract or agreement (including, without limitation, any License) that by the terms thereof, or under applicable law, cannot be assigned or a security interest granted therein in the manner contemplated by this Agreement unless consent from the relevant party or parties has been obtained and under the terms of which lease, contract or agreement any such assignment or grant of a security interest therein in the absence of such consent would, or could, result in the termination thereof, but only to the extent that (y) such rights are subject to such contractual or legal restriction and (z) such restriction is not rendered ineffective pursuant to the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity.

“Copyrights” shall mean, collectively, all of each Pledgor’s copyrights, copyright registrations and applications for copyright registration, whether under the laws of the United

States or any other country or jurisdiction, including all recordings, supplemental registrations and derivative or collective work registrations, and all renewals and extensions thereof, in each case whether now owned or existing or hereafter acquired or arising.

"Copyright Collateral" shall mean, collectively, all Copyrights and Copyright Licenses to which any Pledgor is or hereafter becomes a party and all other General Intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to any Copyright or Copyright License, in each case whether now owned or existing or hereafter acquired or arising, but excluding leases, contracts and agreements (including, without limitation, Licenses) to the extent excluded from Contracts under the definition of such term herein.

"Copyright License" shall mean any agreement now or hereafter in effect granting any right to any third party under any Copyright now or hereafter owned by any Pledgor or which any Pledgor otherwise has the right to license, or granting any right to any Pledgor under any property of the type described in the definition of Copyright herein now or hereafter owned by any third party, and all rights of any Pledgor under any such agreement.

"Deposit Accounts" shall mean, collectively, all of each Pledgor's deposit accounts maintained with the Administrative Agent or any other bank or depository institution, whether now owned or existing or hereafter acquired or arising and including, without limitation, all Concentration Accounts and any Collateral Accounts, together with all funds held from time to time therein and all certificates and instruments from time to time representing, evidencing or deposited into such accounts.

"Domain Name" shall mean the combination of words and abbreviations that represents a uniquely identifiable internet protocol address of a World Wide Web internet location.

"Equipment" shall mean, collectively, all of each Pledgor's equipment, as defined in the Uniform Commercial Code, including, without limitation, all machinery, equipment, computer equipment and software, parts, supplies, appliances, fittings, furniture and fixtures of every kind and nature, wherever located and whether or not affixed to any real property, all Mobile Goods, and all accessions, accessories, additions, attachments, improvements, modifications and upgrades to, replacements of and substitutions for the foregoing, in each case whether now owned or existing or hereafter acquired.

"Equity Interests" shall mean, collectively, all of the issued and outstanding shares, interests or other equivalents of Capital Stock of any corporation at any time now or hereafter owned by any Pledgor (including, without limitation, any corporation that is or hereafter becomes a Subsidiary of such Pledgor), whether voting or non-voting and whether common or preferred, all partnership, joint venture, limited liability company or other equity interests in any Person not a corporation at any time now or hereafter owned by any Pledgor (including, without limitation, any such Person that is or hereafter becomes a Subsidiary of such Pledgor), all options, warrants and other rights to acquire, and all securities convertible into, any of the foregoing, all rights to receive interest, income, dividends, distributions, returns of capital and other amounts (whether in cash, securities, property, or a combination thereof), and all additional stock, warrants, options, securities, interests and other property, from time to time paid or payable or distributed or

distributable in respect of any of the foregoing (but subject to the provisions of **Section 5.3**), including, without limitation, all rights of such Pledgor to receive amounts due and to become due under or in respect of any Investment Agreement or upon the termination thereof, all rights of access to the books and records of any such Person, and all other rights, powers, privileges, interests, claims and other property in any manner arising out of or relating to any of the foregoing, of whatever kind or character (including any tangible or intangible property or interests therein), and whether provided by contract or granted or available under applicable law in connection therewith, including, without limitation, such Pledgor's right to vote and to manage and administer the business of any such Person pursuant to any applicable Investment Agreement, together with all certificates, instruments and entries upon the books of financial intermediaries at any time evidencing any of the foregoing, in each case whether now owned or existing or hereafter acquired or arising.

"General Intangibles" shall mean, collectively, all of each Pledgor's general intangibles, as defined in the Uniform Commercial Code, including, without limitation, all Contracts, all Copyright Collateral, all Patent Collateral, all Trademark Collateral, all inventions, designs, trade secrets, trade processes, confidential or proprietary technical or business information, know-how, registrations, to include without limitation, domain name registrations, licenses, permits and franchises, all rights under or evidenced by choses in action, causes of action or Instruments, all indebtedness, obligations and other amounts at any time owing to such Pledgor from any Person and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness, obligations or other amounts (including, without limitation, all Intercompany Obligations), all judgments, tax refund claims, claims against carriers and shippers, claims under liens and insurance policies, all rights under security agreements, guarantees, indemnities and other instruments and contracts securing or otherwise relating to any of the foregoing, all invoices, customer lists, books and records, ledger and account cards, computer tapes, disks, software, printouts and other corporate or business records relating to the foregoing, and all other intangible personal property of every kind and nature, and all accessions, additions, improvements, modifications and upgrades to, replacements of and substitutions for the foregoing, in each case whether now owned or existing or hereafter acquired or arising, but excluding Accounts and excluding leases, contracts and agreements (including, without limitation, Licenses) to the extent excluded from Contracts under the definition of such term herein.

"Instruments" shall mean, collectively, all instruments, chattel paper or documents, each as defined in the Uniform Commercial Code, of each Pledgor, whether now owned or existing or hereafter acquired, including those evidencing, representing, securing, arising from or otherwise relating to any Accounts, Intercompany Obligations or other Collateral, including, without limitation, any promissory notes, drafts, bills of exchange, documents of title and receipts.

"Intercompany Obligations" shall mean, collectively, all indebtedness, obligations and other amounts at any time owing to any Pledgor from any of its Subsidiaries and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness, obligations or other amounts.

"Inventory" shall mean, collectively, all of each Pledgor's inventory, as defined in the Uniform Commercial Code, including, without limitation, all goods manufactured, acquired or held for sale or lease, all books and bibles, gifts and cards, music recordings and church supplies, all raw materials, component materials, work-in-process and finished goods, all supplies, goods and other items and materials used or consumed in the manufacture, production, packaging, shipping, selling, leasing or furnishing of such inventory or otherwise in the operation of the business of such Pledgor, all goods in which such Pledgor now or at any time hereafter has any interest or right of any kind, and all goods that have been returned to or repossessed by or on behalf of such Pledgor, in each case whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of such Pledgor or is held by such Pledgor or by others for the account of such Pledgor, and in each case whether now owned or existing or hereafter acquired or arising.

"Investment Agreement" shall mean any partnership agreement, joint venture agreement, limited liability company operating agreement, stockholders agreement or other agreement creating, governing or evidencing any Equity Interests and to which any Pledgor is now or hereafter becomes a party, as any such agreement may be amended, modified, supplemented, restated or replaced from time to time.

"License" shall mean any Copyright License, Patent License or Trademark License.

"Mobile Goods" shall mean, collectively, all of each Pledgor's motor vehicles, tractors, trailers, aircraft, rolling stock and other like property, whether or not the title thereto is governed by a certificate of title or ownership, in each case whether now owned or existing or hereafter acquired.

"Partner Obligations" shall have the meaning given to such term in **Section 6.6**.

"Patents" shall mean, collectively, all of each Pledgor's letters patent, whether under the laws of the United States or any other country or jurisdiction, all recordings and registrations thereof and applications therefor, including, without limitation, the inventions described therein, all reissues, continuations, divisions, renewals, extensions, continuations-in-part thereof, in each case whether now owned or existing or hereafter acquired or arising.

"Patent Collateral" shall mean, collectively, all Patents and all Patent Licenses to which any Pledgor is or hereafter becomes a party and all other General Intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to any Patent or Patent License, in each case whether now owned or existing or hereafter acquired or arising, but excluding leases, contracts and agreements (including, without limitation, Licenses) to the extent excluded from Contracts under the definition of such term herein.

"Patent License" shall mean any agreement now or hereafter in effect granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Pledgor or which any Pledgor otherwise has the right to license, is in existence, or granting to any Pledgor any right to make, use or sell any invention on which property of the type described

in the definition of Patent herein, now or hereafter owned by any third party, is in existence, and all rights of any Pledgor under any such agreement.

"Proceeds" shall have the meaning given to such term in **Section 2.1**.

"Secured Obligations" shall have the meaning given to such term in **Section 2.2**.

"Secured Parties" shall mean, collectively, the Lenders (including the Issuing Lender and the Swingline Lender in their capacity as such, and including any Lender or an Affiliate of such Lender in its capacity as a counterparty to any Hedge Agreement with the Borrower) and the Administrative Agent.

"Securities Act" shall have the meaning given to such term in **Section 6.5**.

"Specified Contracts" shall have the meaning given to such term in **Section 3.8**.

"Trademarks" shall mean, collectively, all of each Pledgor's trademarks, service marks, trade names, corporate and company names, business names, logos, trade dress, trade styles, other source or business identifiers, designs and general intangibles of a similar nature, whether under the laws of the United States or any other country or jurisdiction, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby, in each case whether now owned or existing or hereafter acquired or arising.

"Trademark Collateral" shall mean, collectively, all Trademarks and Trademark Licenses to which any Pledgor is or hereafter becomes a party and all other General Intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to any Trademark or Trademark License, in each case whether now owned or existing or hereafter acquired or arising, but excluding leases, contracts and agreements (including, without limitation, Licenses) to the extent excluded from Contracts under the definition of such term herein.

"Trademark License" shall mean any agreement now or hereafter in effect granting any right to any third party under any Trademark now or hereafter owned by any Pledgor or which any Pledgor otherwise has the right to license, or granting any right to any Pledgor under any property of the type described in the definition of Trademark herein now or hereafter owned by any third party, and all rights of any Pledgor under any such agreement.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of North Carolina; provided that if, by reason of applicable law, the validity or perfection of any security interest in any Collateral granted under this Agreement is governed by the Uniform Commercial Code as in effect in a jurisdiction other than North Carolina, then as to the validity or perfection, as the case may be, of such security interest, **"Uniform Commercial Code"** shall mean the Uniform Commercial Code as in effect in such other jurisdiction.

1.2 Other Terms. All terms in this Agreement that are not capitalized shall have the meanings provided by the Uniform Commercial Code to the extent the same are used or defined therein.

ARTICLE II

CREATION OF SECURITY INTEREST

2.1 Pledge and Grant of Security Interest. Each Pledgor hereby pledges, assigns and delivers to the Administrative Agent, for the ratable benefit of the Secured Parties, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a Lien upon and security interest in, all of such Pledgor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

- (i) all Accounts;
- (ii) all Contracts;
- (iii) all Deposit Accounts;
- (iv) all Equipment;
- (v) all Equity Interests; provided, however, that no Equity Interests of any issuer incorporated in a jurisdiction outside of the United States of America shall be included hereunder to the extent that (A) the aggregate amount of Equity Interests of such issuer pledged hereunder would exceed 65% of such issuer's Equity Interests and (B) a percentage of such Equity Interests pledged hereunder exceeding 65% would result in adverse tax consequences to the Borrower;
- (vi) all General Intangibles;
- (vii) all Inventory;
- (viii) all Instruments;
- (ix) to the extent not covered or not specifically excluded by clauses (i) through (viii) above, all of such Pledgor's other personal property, whether now owned or existing or hereafter arising or acquired; and
- (x) any and all proceeds, as defined in the Uniform Commercial Code, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included in the foregoing, (w) all payments under any insurance (whether or not the Administrative Agent is the loss payee thereunder), indemnity, warranty or guaranty with respect to any of the foregoing Collateral, (x) all payments in connection with any requisition, condemnation, seizure or forfeiture with respect to any of the foregoing Collateral, (y) all claims and rights to recover for any past, present or future infringement or dilution of or injury to any Copyright Collateral, Patent

Collateral or Trademark Collateral, and (z) all other amounts from time to time paid or payable under or with respect to any of the foregoing Collateral (collectively, "Proceeds"). For purposes of this Agreement, the term "Proceeds" includes whatever is receivable or received when Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of, whether voluntarily or involuntarily.

2.2 Security for Secured Obligations. This Agreement and the Collateral secure the full and prompt payment, at any time and from time to time as and when due (whether at the stated maturity, by acceleration or otherwise), of all liabilities and obligations of each Pledgor, whether now existing or hereafter incurred, created or arising and whether direct or indirect, absolute or contingent, due or to become due, under, arising out of or in connection with the Credit Agreement, the Subsidiary Guaranty, or any of the other Credit Documents to which it is or hereafter becomes a party, including, without limitation, (i) in the case of the Borrower, all Obligations, including, without limitation, all principal of and interest on the Loans, all fees, expenses, indemnities and other amounts payable by the Borrower under the Credit Agreement or any other Credit Document (including interest accruing after the filing of a petition or commencement of a case by or with respect to the Borrower seeking relief under any applicable federal and state laws pertaining to bankruptcy, reorganization, arrangement, moratorium, readjustment of debts, dissolution, liquidation or other debtor relief, specifically including, without limitation, the Bankruptcy Code and any fraudulent transfer and fraudulent conveyance laws, whether or not the claim for such interest is allowed in such proceeding), and all obligations of the Borrower to any Lender or any Affiliate of any Lender under any Hedge Agreement, and (ii) in the case of any Guarantor Pledgor, all of its liabilities and obligations as a Guarantor pursuant to the Subsidiary Guaranty in respect of the Obligations; and in each case under (i) and (ii) above, (A) all such liabilities and obligations that, but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, would become due, and (B) all fees, costs and expenses payable by such Pledgor under **Section 8.1** (the liabilities and obligations of the Pledgors described in this **Section 2.2**, collectively, the "Secured Obligations").

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Pledgor represents and warrants as follows:

3.1 Ownership of Collateral. Each Pledgor owns, or has valid rights as a lessee or licensee with respect to, all Collateral purported to be pledged by it hereunder, free and clear of any Liens except for the Liens granted hereunder and except for other Permitted Liens. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any government or public office, and no Pledgor has filed or consented to the filing of any such statement or notice, except (i) Uniform Commercial Code financing statements naming the Administrative Agent as secured party, (ii) security instruments filed in the U.S. Copyright Office or the U.S. Patent and Trademark Office naming the

Administrative Agent as secured party and (iii) as may be otherwise permitted by the Credit Agreement.

3.2 Security Interests; Filings. This Agreement, together with (i) the filing of duly completed and executed Uniform Commercial Code financing statements (A) naming each Pledgor as debtor, (B) naming the Administrative Agent as secured party, and (C) describing the Collateral, in the jurisdictions set forth with respect to such Pledgor on Annex B hereto, (ii) the filing of duly completed and executed grants of security interest in the forms set forth as Exhibits B and C with the U.S. Copyright Office or the U.S. Patent and Trademark Office, with regard to federally registered Copyright Collateral, Patent Collateral, and Trademark Collateral of each Pledgor, as the case may be, (iii) the registration of transfer thereof to the Administrative Agent on the issuer's books or the execution by the issuer of a control agreement satisfying the requirements of Section 8-106 (or its successor provision) of the Uniform Commercial Code with regard to uncertificated Investments, (iv) the notation of the Administrative Agent's security interest on the applicable certificates of title or ownership with regard to Mobile Goods covered by a certificate of title or ownership, and (v) the delivery to the Administrative Agent of all stock certificates and Instruments included in the Collateral, together with undated stock powers duly executed in blank (and assuming continued possession thereof by the Administrative Agent and that the Administrative Agent has acquired its security interest and taken possession of such stock certificates and Instruments without notice of any adverse interests), creates, and at all times shall constitute, a valid and perfected security interest in and Lien upon the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties, to the extent a security interest therein can be perfected by such filings or possession, as applicable, superior and prior to the rights of all other Persons therein (except for Permitted Liens), and no other or additional filings, registrations, recordings or actions are or shall be necessary or appropriate in order to maintain the perfection and priority of such Lien and security interest, other than actions required with respect to Collateral of the types excluded from Article 9 of the Uniform Commercial Code or from the filing requirements under such Article 9 by reason of Section 9-104 or 9-302 of the Uniform Commercial Code and other than continuation statements required under the Uniform Commercial Code (it being specifically noted that the Administrative Agent may at its option, but shall not be required to, require that any bank or other depository institution at which a Deposit Account is maintained enter into a written agreement or take such other action as may be necessary to perfect the security interest of the Administrative Agent in such Deposit Account and the funds therein).

3.3 Locations. Annex C lists, as to each Pledgor, (i) the addresses of its chief executive office and each other place of business, (ii) the address of each location of all original invoices, ledgers, chattel paper, Instruments and other records or information evidencing or relating to the Collateral of such Pledgor, and (iii) the address of each location at which any Equipment or Inventory (other than Mobile Goods and goods in transit) owned by such Pledgor is kept or maintained, in each instance except for any new locations established in accordance with the provisions of **Section 4.2**. Except as may be otherwise noted therein, all locations identified in Annex C are leased by the applicable Pledgor. No Pledgor presently conducts business under any prior or other corporate or company name or under any trade or fictitious names, except as indicated beneath its name on Annex C, and no Pledgor has entered into any contract or granted

any Lien within the past five years under any name other than its legal corporate name or a trade or fictitious name indicated on Annex C.

3.4 Authorization; Consent. No authorization, consent or approval of, or declaration or filing with, any Governmental Authority (including, without limitation, any notice filing with state tax or revenue authorities required to be made by account creditors in order to enforce any Accounts in such state) is required for the valid execution, delivery and performance by any Pledgor of this Agreement, the grant by it of the Lien and security interest in favor of the Administrative Agent provided for herein, or the exercise by the Administrative Agent of its rights and remedies hereunder, except for (i) the filings described in **Section 3.2**, (ii) in the case of Accounts owing from any federal governmental agency or authority, the filing by the Administrative Agent of a notice of assignment in accordance with the federal Assignment of Claims Act of 1940, as amended, and (iii) in the case of Equity Interests, such filings and approvals as may be required in connection with a disposition of any such Collateral by laws affecting the offering and sale of securities generally.

3.5 No Restrictions. There are no statutory or regulatory restrictions, prohibitions or limitations on any Pledgor's ability to grant to the Administrative Agent a Lien upon and security interest in the Collateral pursuant to this Agreement, and (except as permitted under this Agreement and the Credit Agreement) there are no contractual restrictions on any Pledgor's ability so to grant such Lien and security interest.

3.6 Accounts. Each Account is, or at the time it arises will be, (i) a bona fide, valid and legally enforceable indebtedness of the account debtor according to its terms, arising out of or in connection with the sale, lease or performance of goods or services by the Pledgors or any of them, (ii) subject to no offsets, discounts, counterclaims, contra accounts or any other defense of any kind and character, other than warranties and discounts customarily given by the Pledgors in the ordinary course of business and warranties provided by applicable law, (iii) to the extent listed on any schedule of Accounts at any time furnished to the Administrative Agent, a true and correct statement of the amount actually and unconditionally owing thereunder, maturing as stated in such schedule and in the invoice covering the transaction creating such Account, and (iv) not evidenced by any chattel paper or other Instrument; or if so, any such chattel paper or other Instrument (other than invoices and related correspondence and supporting documentation) exceeding \$2,000 shall promptly be duly endorsed to the order of the Administrative Agent and delivered to the Administrative Agent to be held as Collateral hereunder. To the knowledge of each Pledgor, there are no facts, events or occurrences that would in any way impair the validity or enforcement of any Accounts except as set forth above.

3.7 Equity Interests. As of the date hereof, the Equity Interests required to be pledged hereunder by each Pledgor that owns any Equity Interests consist of the number and type of shares of Capital Stock (in the case of issuers that are corporations) or the percentage and type of other Equity Interests (in the case of issuers other than corporations) as described beneath such Pledgor's name in Annex A. All of the Equity Interests have been duly and validly issued and are fully paid and nonassessable (or, in the case of partnership, limited liability company or similar Equity Interests, not subject to any capital call or other additional capital requirement) and not

subject to any preemptive rights, warrants, options or similar rights or restrictions in favor of third parties or any contractual (except as set forth in **Section 3.4**) or other restrictions upon transfer.

3.8 Specified Contracts. As to (i) each Investment Agreement, (ii) each "material contract" (within the meaning of Item 601(b)(10) of Regulation S-K under the Exchange Act) by which the Borrower hereafter is a party, by which it or its respective properties hereafter is bound or to which it hereafter is subjected, and (iii) each Material Contract to which any Pledgor is now a party (the foregoing, collectively, "Specified Contracts"), (w) such Pledgor is not in default in any material respect under such Specified Contract, and to the knowledge of such Pledgor, none of the other parties to such Specified Contract is in default in any material respect thereunder (except as shall have been disclosed in writing to the Administrative Agent), (x) such Specified Contract is, or at the time of execution will be, the legal, valid and binding obligation of all parties thereto, enforceable against such parties in accordance with the respective terms thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and no defense, offset, deduction or counterclaim will exist thereunder in favor of any such party, (y) the performance by such Pledgor of its obligations under such Specified Contract in accordance with its terms will not contravene any Requirement of Law or any contractual restriction binding on or affecting such Pledgor or any of its properties, and will not result in or require the creation of any Lien upon or with respect to any of its properties (except for Permitted Liens), and (z) such Pledgor has (or promptly upon the execution thereof will have) furnished the Administrative Agent with a correct and complete copy of each Specified Contract to which it is a party as then in effect.

3.9 Intellectual Property. Annexes D, E, F and G correctly set forth all registered Copyrights, Patents, Trademarks and Domain Names owned by any Pledgor as of the date hereof and used or proposed to be used in its business. Each such Pledgor owns or possesses the valid right to use all Copyrights, Patents, Trademarks and Domain Names; all registrations therefor have been validly issued under applicable law and are in full force and effect; all applicable maintenance fees, affidavits and other filings or payments are current and shall remain current throughout the duration of this Agreement; no claim has been made in writing or, to the knowledge of such Pledgor, orally, that any of such Copyrights, Patents, Trademarks and Domain Names is invalid or unenforceable or violates or infringes the rights of any other Person, and there is no such violation or infringement in existence; and to the knowledge of such Pledgor, no other Person is presently infringing upon the rights of such Pledgor with regard to any of such Copyrights, Patents, Trademarks and Domain Names.

3.10 Documents of Title. No bill of lading, warehouse receipt or other document or instrument of title is outstanding with respect to any Collateral other than Mobile Goods and Inventory in transit in the ordinary course of business to a location set forth on Annex C or to a customer of a Pledgor.

ARTICLE IV

COVENANTS

4.1 Use and Disposition of Collateral. So long as no Event of Default shall have occurred and be continuing, each Pledgor may, in any lawful manner not inconsistent with the provisions of this Agreement and the other Credit Documents, use, control and manage the Collateral in the operation of its businesses, and receive and use the income, revenue and profits arising therefrom and the Proceeds thereof, in the same manner and with the same effect as if this Agreement had not been made; provided, however, that no Pledgor will sell or otherwise dispose of, grant any option with respect to, or mortgage, pledge, grant any Lien with respect to or otherwise encumber any of the Collateral or any interest therein, except for the security interest created in favor of the Administrative Agent hereunder and except as may be otherwise expressly permitted in accordance with the terms of this Agreement and the Credit Agreement (including any applicable provisions therein regarding delivery of proceeds of sale or disposition to the Administrative Agent).

4.2 Change of Name, Locations, etc. No Pledgor will (i) change its name, identity or corporate structure, (ii) change its chief executive office from the location thereof listed on Annex C, or (iii) remove any Collateral (other than Mobile Goods and goods in transit), or any books, records or other information relating to Collateral, from the applicable location thereof listed on Annex C, or keep or maintain any Collateral at a location not listed on Annex C, unless in each case such Pledgor has (A) given thirty (30) days' prior written notice to the Administrative Agent of its intention to do so, together with information regarding any such new location and such other information in connection with such proposed action as the Administrative Agent may reasonably request, and (B) delivered to the Administrative Agent ten (10) days prior to any such change or removal such documents, instruments and financing statements as may be reasonably required by the Administrative Agent, all in form and substance reasonably satisfactory to the Administrative Agent, paid all necessary filing and recording fees and taxes, and taken all other actions reasonably requested by the Administrative Agent (including, at the request of the Administrative Agent, delivery of opinions of counsel reasonably satisfactory to the Administrative Agent to the effect that all such actions have been taken), in order to perfect and maintain the Lien upon and security interest in the Collateral provided for herein in accordance with the provisions of **Section 3.2**.

4.3 Records; Inspection.

(a) Each Pledgor will keep and maintain at its own cost and expense satisfactory and complete records of the Accounts and all other Collateral, including, without limitation, records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto, and will furnish to the Administrative Agent from time to time such statements, schedules and reports (including, without limitation, accounts receivable aging schedules) with regard to the Collateral as the Administrative Agent may reasonably request.

(b) In addition to the rights of inspection of the Administrative Agent and the Lenders under Section 6.7 of the Credit Agreement, each Pledgor shall, from time to time at such times as

may be reasonably requested and upon reasonable notice, (i) make available to the Administrative Agent or any Lender for inspection and review (pursuant to Section 6.7 of the Credit Agreement) at such Pledgor's offices copies of all invoices and other documents and information relating to the Collateral (including, without limitation, itemized schedules of all collections of Accounts, showing the name of each account debtor, the amount of each payment and such other information as the Administrative Agent shall reasonably request), (ii) during any such inspection pursuant to Section 6.7 of the Credit Agreement, permit the Administrative Agent or any Lender or their representatives to visit its offices or the premises upon which any Collateral may be located, inspect its books and records and make copies and memoranda thereof, (iii) during any such inspection pursuant to Section 6.7 of the Credit Agreement, inspect the Collateral (including, without limitation, Inventory), and (iv) discuss its finances and affairs with its officers, employees and independent accountants and take any other actions necessary for the protection of the interests of the Secured Parties in the Collateral. At the request of the Administrative Agent, each Pledgor will legend, in form and manner reasonably satisfactory to the Administrative Agent, the books, records and materials evidencing or relating to the Collateral with an appropriate reference to the fact that the Collateral has been assigned to the Administrative Agent and that the Administrative Agent has a security interest therein. The Administrative Agent shall have the right to make test verifications of Accounts in any reasonable manner and through any reasonable medium, but in no event more than twice annually unless a Default has occurred and is continuing, and each Pledgor agrees to furnish all such reasonable assistance and information as the Administrative Agent may require in connection therewith.

4.4 Accounts. Unless notified otherwise by the Administrative Agent in accordance with the terms hereof, each Pledgor shall endeavor to collect its Accounts and all amounts owing to it thereunder in the ordinary course of its business consistent with past practices and shall apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balances thereof, and in connection therewith shall, at the request of the Administrative Agent, take such action as the Administrative Agent may deem reasonably necessary or advisable (within applicable laws) to enforce such collection. No Pledgor shall, except to the extent done in the ordinary course of its business consistent with past practices and in accordance with commercially reasonable business judgment and provided that no Event of Default shall have occurred and be continuing, (i) grant any extension of the time for payment of any Account, (ii) compromise or settle any Account for less than the full amount thereof, (iii) release, in whole or in part, any Person or property liable for the payment of any Account, or (iv) allow any credit or discount on any Account. Each Pledgor shall promptly inform the Administrative Agent of any disputes with any account debtor or obligor and of any claimed offset and counterclaim that may be asserted with respect thereto involving, in each case, \$10,000 or more, where such Pledgor reasonably believes that the likelihood of payment by such account debtor is materially impaired, indicating in detail the reason for the dispute, all claims relating thereto and the amount in controversy.

4.5 Instruments. Each Pledgor agrees that if any Intercompany Obligations, Accounts or other Collateral shall at any time be evidenced by a promissory note, chattel paper or other Instrument, any such promissory note, chattel paper or other Instrument in excess of \$2,000 shall promptly be duly endorsed to the order of the Administrative Agent and delivered to the Administrative Agent to be held as Collateral hereunder.

4.6 Equipment. Each Pledgor will, in accordance with commercially reasonable business practices, maintain all Equipment used by it in its business (other than obsolete Equipment) in good repair, working order and condition (normal wear and tear excepted) and make all necessary repairs and replacements thereof. Except for trade fixtures, no Pledgor shall knowingly permit any Equipment to become a fixture to any real property (other than real property the fee interest in which is subject to a Mortgage in favor of the Administrative Agent).

4.7 Inventory. Each Pledgor will, in accordance with commercially reasonable business practices, maintain all Inventory held by it or on its behalf in good saleable or useable condition. Unless notified otherwise by the Administrative Agent in accordance with the terms hereof, each Pledgor may, in any lawful manner not inconsistent with the provisions of this Agreement and the other Credit Documents, process, use and, in the ordinary course of business and as permitted under the Credit Agreement, but not otherwise, sell its Inventory. Without limiting the generality of the foregoing, each Pledgor agrees that it shall not permit an amount of Inventory exceeding \$20,000 to be in the possession of any bailee, warehouseman, agent or processor at any time unless such bailee, warehouseman, agent or processor shall have been notified of the security interest created by this Agreement and such Pledgor shall have exercised its commercially reasonable efforts to obtain, at such Pledgor's sole cost and expense, a written agreement to hold such Inventory subject to the security interest created by this Agreement and the instructions of the Administrative Agent and to waive and release any Lien (whether arising by operation of law or otherwise) it may have with respect to such Inventory, such agreement to be in form and substance reasonably satisfactory to the Administrative Agent.

4.8 Contracts. Each Pledgor will, at its expense, at all times perform and comply with, in all material respects, all terms and provisions of each Specified Contract to which it is or hereafter becomes a party required to be performed or complied with by it (including, without limitation, the payment of all rent due and payable under each lease) and enforce the terms and provisions thereof in accordance with its terms, and will not waive, amend or modify any provision thereof in any manner other than in the ordinary course of business of such Pledgor in accordance with past practices (provided that in no event may any waiver, amendment or modification be made that would materially and adversely affect the interests of the Administrative Agent and the other Secured Parties under the Credit Documents). Each Pledgor will deliver copies of each Specified Contract to which it is a party and each material amendment or modification thereof to the Administrative Agent promptly upon the execution and delivery thereof. With regard to all leases, contracts and agreements that are excluded from the definition of the term "Contracts," each Pledgor covenants and agrees to exercise all of its material rights and remedies under such leases, agreements and contracts to which it is a party in a commercially reasonable manner consistent with the interests of the Administrative Agent and the Secured Parties. Each Pledgor will use commercially reasonable efforts not to enter into any Specified Contract (including leases and Licenses) that by its terms prohibits the assignment of such Pledgor's rights and interest thereunder in the manner contemplated by this Agreement. Each Pledgor further covenants and agrees to use its commercially reasonable efforts to obtain any required consent to the collateral assignment of and grant of security interest in any Specified Contract (including personal property leases and Licenses), in form and substance reasonably satisfactory to the Administrative Agent, upon the request of the Administrative Agent, and will deliver copies thereof to the Administrative Agent promptly upon execution and delivery thereof.

As to all real estate leased by each Pledgor after the date hereof, such Pledgor shall use its best reasonable efforts to obtain waivers from the landlords of all such real estate, substantially in the form of Exhibit F hereto or in such other form as shall be reasonably acceptable to the Administrative Agent. Each Pledgor will notify the Administrative Agent promptly in writing upon any termination of any Specified Contract, in whole or in part, or any material breach, default or event of default by any party thereunder.

4.9 Taxes. Each Pledgor will pay and discharge all lawful claims that, if unpaid, might become a Lien upon any of its properties; provided, however, that no Pledgor shall be required to pay any such tax, assessment, charge, levy or claim that is being contested in good faith and by proper proceedings and as to which such Pledgor has maintained adequate reserves with respect thereto in accordance with GAAP unless and until any tax lien notice has become effective with respect thereto or until any Lien resulting therefrom attaches to its properties and becomes enforceable against its other creditors.

4.10 Insurance.

(a) Each Pledgor will maintain and pay for, or cause to be maintained and paid for, insurance covering commercial general liability, property and casualty, business interruption and such other risks, and in such amounts and with such financially sound and reputable insurance companies, as are usually and customarily carried by companies of similar size engaged in similar businesses (and in any event, insuring all Inventory and Equipment against such losses and risks), and will deliver certificates of such insurance to the Administrative Agent with standard loss payable endorsements naming the Administrative Agent as loss payee (on property and casualty policies) and additional insured (on liability policies) as its interests may appear. Each such policy of insurance shall contain a clause requiring the insurer to give not less than thirty (30) days' prior written notice to the Administrative Agent before any cancellation of the policies for any reason whatsoever and shall provide that any loss shall be payable in accordance with the terms thereof notwithstanding any act of any Pledgor that might result in the forfeiture of such insurance.

(b) Each Pledgor will direct all insurers under policies of property and casualty insurance on the Collateral to pay all proceeds payable thereunder directly to the Administrative Agent (and the receipt of such proceeds by the Administrative Agent shall be deemed as received by the Borrower for purposes of Section 2.6(f) of the Credit Agreement). The Administrative Agent shall hold all such proceeds for the account of the Pledgors. So long as no Event of Default has occurred and is continuing, and subject to any applicable provision of the Credit Agreement requiring the prepayment of the Loans with the proceeds of such insurance, the Administrative Agent shall, at the Borrower's request, disburse such proceeds as payment for the purpose of replacing or repairing destroyed or damaged assets, as and when required to be paid and upon presentation of evidence satisfactory to the Administrative Agent of such required payments and such other documents as the Administrative Agent may reasonably request. As and to the extent required by the Credit Agreement, and in any event upon and during the continuance of an Event of Default, the Administrative Agent shall apply such proceeds as a prepayment of the Loans in the order and manner provided in the Credit Agreement. Each Pledgor hereby irrevocably makes, constitutes and appoints the Administrative Agent at all times during the continuance of an Event of Default, its true and lawful attorney (and agent-in-fact) for the

purpose of making, settling and adjusting claims under such policies of insurance, endorsing its name on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance.

(c) If any Pledgor fails to obtain and maintain any of the policies of insurance required to be maintained hereunder or to pay any premium in whole or in part, the Administrative Agent may, without waiving or releasing any obligation or Default, at the Pledgors' expense, but without any obligation to do so, procure such policies or pay such premiums. All sums so disbursed by the Administrative Agent, including reasonable attorneys' fees, court costs, expenses and other charges related thereto, shall be payable by the Pledgors to the Administrative Agent on demand and shall be additional Secured Obligations hereunder, secured by the Collateral.

(d) Each Pledgor will deliver to the Administrative Agent, promptly as rendered, true copies of all material claims and reports made in any reporting forms to insurance companies. Not less than 30 days prior to the expiration date of the insurance policies required to be maintained by any Pledgor hereunder, such Pledgor will deliver to the Administrative Agent one or more certificates of insurance evidencing renewal of the insurance coverage required hereunder plus such other evidence of payment of premiums therefor as the Administrative Agent may request. Upon the reasonable request of the Administrative Agent from time to time, each Pledgor will deliver to the Administrative Agent evidence that the insurance required to be maintained pursuant to this Section is in effect.

4.11 Intellectual Property.

(a) The Borrower will, at its own expense, execute and deliver on the Closing Date, fully completed grants of security interests in the forms of Exhibits B and C, as applicable, in the U.S. Copyright Office or the U.S. Patent and Trademark Office pursuant to 35 U.S.C. §261, 15 U.S.C. §1060 or 17 U.S.C. §205, as applicable, with regard to any Copyright Collateral, Patent Collateral or Trademark Collateral, and the Registrant Name Change Agreement, in the form of Annex A to Exhibit E with regard to any Domain Name, as the case may be, described in Annex D, E, F and G hereto. In the event that after the date hereof any Pledgor shall acquire any registered Copyright, Patent, Trademark or Domain Name or effect any registration of any Copyright, Patent, Trademark or Domain Name, or file any application for registration thereof, whether within the United States or any other country or jurisdiction, such Pledgor shall promptly furnish written notice thereof to the Administrative Agent together with information sufficient to permit the Administrative Agent, upon its receipt of such notice, to (and each Pledgor hereby authorizes the Administrative Agent to) modify this Agreement, as appropriate, by amending Annexes D, E, F or G hereto or to add additional exhibits hereto to include any such Copyright, Patent, Trademark or Domain Name that becomes part of the Collateral under this Agreement, and such Pledgor shall additionally, at its own expense, execute and deliver with regard to United States Patents, Trademarks, Copyrights and Domain Names, fully completed grants of security interest in the forms of Exhibits B, C and E, as applicable, together in all instances with any other agreements, instruments and documents that the Administrative Agent may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Copyrights, Patents, Trademarks and Domain Names, and each

Pledgor hereby appoints the Administrative Agent its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to such Pledgor.

(b) Each Pledgor (either itself or through its licensees or its sublicensees) will, for each Trademark used in the conduct of its business, use its commercially reasonable efforts to (i) maintain such Trademark in full force and effect, free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of federal registration to the extent required by applicable law (iv) take appropriate and reasonable steps to police and defend such Trademark and prevent or arrest infringement, dilution or other harm to such Trademark and (v) not knowingly use or knowingly permit the use of such Trademark in violation of any third-party rights.

(c) Each Pledgor (either itself or through its licensees or sublicensees) will refrain from committing any act, or omitting any act, whereby any Patent used in the conduct of such Pledgor's business may become invalidated or dedicated to the public, and shall continue to mark any products covered by a Patent with the relevant patent number as required by applicable patent laws.

(d) Each Pledgor (either itself or through its licensees or sublicensees) will, for each work covered by a registered Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as required under applicable copyright laws.

(e) Each Pledgor shall notify the Administrative Agent immediately if it knows or has reason to know that any registered Patent, Trademark or Copyright used in the conduct of its business may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the U.S. Patent and Trademark Office, U.S. Copyright Office or any court) regarding such Pledgor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(f) Each Pledgor will take all reasonably necessary steps that are consistent with the practice in any proceeding before the U.S. Patent and Trademark Office, U.S. Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to any Patents, Trademarks or Copyrights necessary for its business (and to obtain the relevant grant or registration) and to maintain each registration of any Patents, Trademarks and Copyrights necessary for its business, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and, if consistent with commercially reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Collateral consisting of a Patent, Trademark or Copyright necessary for any Pledgor's business is believed infringed, misappropriated or diluted by a third party, such Pledgor shall notify the Administrative Agent promptly after it learns thereof and shall, if consistent with commercially reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon the occurrence and during the continuance of any Event of Default, each Pledgor shall use its reasonable best efforts to obtain all requisite consents or approvals from the licensor of each License included within the Copyright Collateral, Patent Collateral or Trademark Collateral to effect the assignment of all of such Pledgor's right, title and interest thereunder to the Administrative Agent or its designee.

4.12 Mobile Goods. Upon the request of the Administrative Agent at any time, if an Event of Default shall have occurred and be continuing, each Pledgor will deliver to the Administrative Agent originals of the certificates of title or ownership for all Mobile Goods owned by it, together (in the case of motor vehicles) with the manufacturer's statement of origin with the Administrative Agent listed as lienholder and odometer statements and together in all other cases with appropriate instruments or certificates of transfer and delivery, duly completed and executed, and will take such other action as the Administrative Agent may deem necessary to perfect the security interest created by this Agreement in all such Mobile Goods.

4.13 Delivery of Collateral. All certificates or instruments representing or evidencing any Accounts, Intercompany Obligations, Equity Interests or other Collateral shall be delivered to and held by or on behalf of the Administrative Agent pursuant hereto, shall be in form suitable for transfer by delivery and shall be delivered together with undated stock powers duly executed in blank, appropriate endorsements or other necessary instruments of registration, transfer or assignment, duly executed and in form and substance reasonably satisfactory to the Administrative Agent, and in each case such other instruments or documents as the Administrative Agent may reasonably request.

4.14 Deposit and Collection Procedures. Each Pledgor will execute all such documents and agreements, including, without limitation, an Agency Account Agreement, and take all such actions as are necessary to ensure that all Proceeds of Accounts remitted to or otherwise received by it are deposited, promptly upon its receipt thereof, directly into a Deposit Account maintained by or for the benefit of such Pledgor, and that the balances in each such Deposit Account are transferred not less frequently than daily to a concentration account maintained with the Administrative Agent or with another bank or depository institution that has, together with the applicable Pledgor, executed and delivered to the Administrative Agent a duly completed Agency Account Agreement covering such concentration account. Each Pledgor will provide each bank or depository institution at which any Deposit Account is maintained from time to time with such transfer instructions and other information as such bank or depository institution may require in order to permit such Pledgor to comply with the provisions of this Section. All costs and expenses incurred in connection with the establishment and maintenance of such Deposit Accounts and the Agency Account Agreements and the transfers of funds therefrom and thereto

as described in this Section shall be for the account of the Pledgors. No Proceeds of Accounts will be deposited in or at any time transferred to a Deposit Account other than a Deposit Account the balances in which are transferred not less frequently than daily to a Deposit Account covered by an Agency Account Agreement. No Pledgor shall cause or permit any funds or other property not constituting Proceeds of Collateral to be deposited into any Deposit Account covered by an Agency Account Agreement and containing Proceeds of Collateral. So long as no Event of Default shall have occurred and be continuing, the Pledgors shall have the right to collect, withdraw and direct the disposition of funds on deposit in the Deposit Accounts covered by the Agency Account Agreements in a manner not inconsistent with the provisions of this Agreement, the Agency Account Agreements or any of the other Credit Documents; provided, however, that upon the occurrence and during the continuance of an Event of Default and notice thereof from the Administrative Agent to the Borrower, the Administrative Agent shall have exclusive dominion and control over all such Deposit Accounts, with the powers and rights granted herein and in the applicable Agency Account Agreements with respect thereto, and no Pledgor shall have any right to collect, withdraw or direct the disposition of funds on deposit in the Concentration Accounts or to take any action to effect the same. Any failure by any Pledgor to observe, perform or comply with any provision of this Section shall constitute an Event of Default under the Credit Agreement.

4.15 Protection of Security Interest. Except as provided under the Credit Agreement and this Agreement, each Pledgor agrees that it will, at its own cost and expense, take any and all actions reasonably necessary to warrant and defend the right, title and interest of the Secured Parties in and to the Collateral against the claims and demands of all other Persons.

ARTICLE V

CERTAIN PROVISIONS RELATING TO EQUITY INTERESTS

5.1 Ownership: After-Acquired Equity Interests.

(a) Except to the extent otherwise expressly permitted by or pursuant to the Credit Agreement, each Pledgor will cause the Equity Interests pledged by it hereunder to constitute at all times 100% of the Capital Stock or other Equity Interests in each issuer held by such Pledgor thereof (65% in the case of foreign Subsidiaries to the extent that a higher percentage would have a materially negative tax impact on the Borrower).

(b) If any Pledgor shall, at any time and from time to time after the date hereof, acquire any additional Capital Stock or other Equity Interests in any Person of the types described in the definition of the term "Equity Interests," the same shall be automatically deemed to be Equity Interests, and to be pledged to the Administrative Agent pursuant to **Section 2.1** (subject to any limitations referred to in the parenthetical set forth in **Section 5.1(a)**), and such Pledgor will forthwith pledge and deposit the same with the Administrative Agent and deliver to the Administrative Agent any certificates or instruments therefor, together with the endorsement of such Pledgor (in the case of any promissory notes or other Instruments), undated stock powers (in

the case of Equity Interests evidenced by certificates) or other necessary instruments of transfer or assignment, duly executed in blank and in form and substance satisfactory to the Administrative Agent, together with such other certificates and instruments as the Administrative Agent may reasonably request (including Uniform Commercial Code financing statements or appropriate amendments thereto), and will promptly thereafter deliver to the Administrative Agent a fully completed and duly executed amendment to this Agreement in the form of Exhibit A (each, a "Pledge Amendment") in respect thereof. Each Pledgor hereby authorizes the Administrative Agent to attach each such Pledge Amendment to this Agreement, and agrees that all such Collateral listed on any Pledge Amendment shall for all purposes be deemed Collateral hereunder and shall be subject to the provisions hereof; provided that the failure of any Pledgor to execute and deliver any Pledge Amendment with respect to any such additional Collateral as required hereinabove shall not impair the security interest of the Administrative Agent in such Collateral or otherwise adversely affect the rights and remedies of the Administrative Agent hereunder with respect thereto.

(c) If any Equity Interests (whether now owned or hereafter acquired) included in the Collateral are "uncertificated securities" within the meaning of the Uniform Commercial Code or are otherwise not evidenced by any certificate or instrument, each applicable Pledgor will promptly notify the Administrative Agent thereof and will promptly take and cause to be taken, and will (if the issuer of such uncertificated securities is a Person other than a Subsidiary of the Borrower) use its best efforts to cause the issuer to take, all actions required under Articles 8 and 9 of the Uniform Commercial Code and any other applicable law, to enable the Administrative Agent to acquire "control" of such uncertificated securities (within the meaning of such term under Section 8-106 (or its successor provision) of the Uniform Commercial Code) and as may be otherwise necessary or deemed appropriate by the Administrative Agent to perfect the security interest of the Administrative Agent therein.

5.2 Voting Rights. So long as no Event of Default shall have occurred and be continuing, each Pledgor shall be entitled to exercise all voting and other consensual rights pertaining to its Equity Interests (subject to its obligations under **Section 5.1**), and for that purpose the Administrative Agent will execute and deliver or cause to be executed and delivered to each applicable Pledgor all such proxies and other instruments as such Pledgor may reasonably request in writing to enable the Pledgor to exercise such voting and other consensual rights; provided, however, that no Pledgor will cast any vote, give any consent, waiver or ratification, or take or fail to take any action, in any manner that would, or would reasonably be expected to, violate or be inconsistent with any of the terms of this Agreement, the Credit Agreement or any other Credit Document, or have the effect in any material respect of impairing the position or interests of the Administrative Agent or any other Secured Party.

5.3 Dividends and Other Distributions. So long as no Event of Default shall have occurred and be continuing (or would occur as a result thereof), and except as provided otherwise herein, all interest, income, dividends, distributions and other amounts payable in cash in respect of the Equity Interests may be paid to and retained by the Pledgors; provided, however, that all such interest, income, dividends, distributions and other amounts shall, at all times after the occurrence and during the continuance of an Event of Default, be paid to the Administrative Agent and retained by it as part of the Collateral (except to the extent applied upon receipt to the

repayment of the Secured Obligations). The Administrative Agent shall also be entitled at all times (whether or not during the continuance of an Event of Default) to receive directly, and to retain as part of the Collateral, (i) all interest, income, dividends, distributions or other amounts paid or payable in cash or other property in respect of any Equity Interests in connection with the dissolution, liquidation, recapitalization or reclassification of the capital of the applicable issuer to the extent representing (in the reasonable judgment of the Administrative Agent) an extraordinary, liquidating or other distribution in return of capital, (ii) all additional Equity Interests or other securities or property (other than cash) paid or payable or distributed or distributable in respect of any Equity Interests in connection with any noncash dividend, distribution, return of capital, spin-off, stock split, split-up, reclassification, combination of shares or interests or similar rearrangement (subject to any limitations referred to in the parenthetical set forth in **Section 5.1(a)**), and (iii) without affecting any restrictions against such actions contained in the Credit Agreement, all additional Equity Interests or other securities or property (including cash) paid or payable or distributed or distributable in respect of any Equity Interests in connection with any consolidation, merger, exchange of securities, liquidation or other reorganization. All interest, income, dividends, distributions or other amounts that are received by any Pledgor in violation of the provisions of this Section shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other property or funds of such Pledgor and shall be forthwith delivered to the Administrative Agent as Collateral in the same form as so received (with any necessary endorsements).

ARTICLE VI

REMEDIES

6.1 Remedies. If an Event of Default shall have occurred and be continuing, the Administrative Agent shall be entitled to exercise in respect of the Collateral all of its rights, powers and remedies provided for herein or otherwise available to it under any other Credit Document, by law, in equity or otherwise, including all rights and remedies of a secured party under the Uniform Commercial Code, and shall be entitled in particular, but without limitation of the foregoing, to exercise the following rights, which each Pledgor agrees to be commercially reasonable:

(a) To notify any or all account debtors or obligors under any Accounts, Contracts or other Collateral of the security interest in favor of the Administrative Agent created hereby and to direct all such Persons to make payments of all amounts due thereon or thereunder directly to the Administrative Agent or to an account designated by the Administrative Agent; and in such instance and from and after such notice, all amounts and Proceeds (including wire transfers, checks and other instruments) received by any Pledgor in respect of any Accounts, Contracts or other Collateral shall be received in trust for the benefit of the Administrative Agent hereunder, shall be segregated from the other funds of such Pledgor and shall be forthwith deposited into such account or paid over or delivered to the Administrative Agent in the same form as so received (with any necessary endorsements or assignments), to be held as Collateral and applied to the Secured Obligations as provided herein; and by this provision, each Pledgor irrevocably

authorizes and directs each Person who is or shall be a party to or liable for the performance of any Contract, upon receipt of notice from the Administrative Agent to the effect that an Event of Default has occurred and is continuing, to attorn to or otherwise recognize the Administrative Agent as owner under such Contract and to pay, observe and otherwise perform the obligations under such Contract to or for the Administrative Agent or the Administrative Agent's designee as though the Administrative Agent or such designee were such Pledgor named therein, and to do so until otherwise notified by the Administrative Agent;

(b) To take possession of, receive, endorse, assign and deliver, in its own name or in the name of any Pledgor, all checks, notes, drafts and other instruments relating to any Collateral, including receiving, opening and properly disposing of all mail addressed to any Pledgor concerning Accounts and other Collateral and to notify the appropriate postal authority to change the mailing or delivery address of such mail; to verify with account debtors or other contract parties the validity, amount or any other matter relating to any Accounts or other Collateral, in its own name or in the name of any Pledgor; to accelerate any indebtedness or other obligation constituting Collateral that may be accelerated in accordance with its terms; to take or bring all actions and suits deemed necessary or appropriate to effect collections and to enforce payment of any Accounts or other Collateral; to settle, compromise or release in whole or in part any amounts owing on Accounts or other Collateral; and to extend the time of payment of any and all Accounts or other amounts owing under any Collateral and to make allowances and adjustments with respect thereto, all in the same manner and to the same extent as any Pledgor might have done;

(c) To notify any or all depository institutions with which any Deposit Accounts are maintained to remit and transfer all monies, securities and other property on deposit in such Deposit Accounts or deposited or received for deposit thereafter to the Administrative Agent, for deposit in a Collateral Account or such other accounts as may be designated by the Administrative Agent, for application to the Secured Obligations as provided herein;

(d) To transfer to or register in its name or the name of any of its agents or nominees all or any part of the Collateral, without notice to any Pledgor and with or without disclosing that such Collateral is subject to the security interest created hereunder,

(e) To require any Pledgor to, and each Pledgor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or any part of the Collateral as directed by the Administrative Agent and make it available to the Administrative Agent at a place designated by the Administrative Agent;

(f) To enter and remain upon the premises of any Pledgor and take possession of all or any part of the Collateral, with or without judicial process; to use the materials, services, books and records of any Pledgor for the purpose of liquidating or collecting the Collateral, whether by foreclosure, auction or otherwise; and to remove the same to the premises of the Administrative Agent or any designated agent for such time as the Administrative Agent may desire, in order to effectively collect or liquidate the Collateral;

(g) To exercise (i) all voting, consensual and other rights and powers pertaining to the Equity Interests (whether or not transferred into the name of the Administrative Agent), at any

meeting of shareholders, partners, members or otherwise, and (ii) any and all rights of conversion, exchange, subscription and any other rights, privileges or options pertaining to the Equity Interests as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Equity Interests upon the merger, consolidation, reorganization, reclassification, combination of shares or interests, similar rearrangement or other similar fundamental change in the structure of the applicable issuer, or upon the exercise by any Pledgor or the Administrative Agent of any right, privilege or option pertaining to such Equity Interests), and in connection therewith, the right to deposit and deliver any and all of the Equity Interests with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine, and give all consents, waivers and ratifications in respect of the Equity Interests, all without liability except to account for any property actually received by it, but the Administrative Agent shall have no duty to exercise any such right, privilege or option or give any such consent, waiver or ratification and shall not be responsible for any failure to do so or delay in so doing; and for the foregoing purposes each Pledgor will promptly execute and deliver or cause to be executed and delivered to the Administrative Agent, upon request, all such proxies and other instruments as the Administrative Agent may reasonably request to enable the Administrative Agent to exercise such rights and powers; AND IN FURTHERANCE OF THE FOREGOING AND WITHOUT LIMITATION THEREOF, EACH PLEDGOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS THE TRUE AND LAWFUL PROXY AND ATTORNEY-IN-FACT OF SUCH PLEDGOR, WITH FULL POWER OF SUBSTITUTION IN THE PREMISES, TO EXERCISE ALL SUCH VOTING, CONSENSUAL AND OTHER RIGHTS AND POWERS TO WHICH ANY HOLDER OF ANY INVESTMENTS WOULD BE ENTITLED BY VIRTUE OF HOLDING THE SAME, WHICH PROXY AND POWER OF ATTORNEY, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE AND SHALL BE EFFECTIVE FOR SO LONG AS THIS AGREEMENT SHALL BE IN EFFECT;

(h) To sell, resell, assign and deliver, in its sole discretion, all or any of the Collateral, in one or more parcels, on any securities exchange on which any Equity Interests may be listed, at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, upon credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Administrative Agent may deem satisfactory. If any of the Collateral is sold by the Administrative Agent upon credit or for future delivery, the Administrative Agent shall not be liable for the failure of the purchaser to purchase or pay for the same and, in the event of any such failure, the Administrative Agent may resell such Collateral. In no event shall any Pledgor be credited with any part of the Proceeds of sale of any Collateral until and to the extent cash payment in respect thereof has actually been received by the Administrative Agent. Each purchaser at any such sale shall hold the property sold absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of any Pledgor, and each Pledgor hereby expressly waives all rights of redemption, stay or appraisal, and all rights to require the Administrative Agent to marshal any assets in favor of such Pledgor or any other party or against or in payment of any or all of the Secured Obligations, that it has or may have under any rule of law or statute now existing or hereafter adopted. No demand, presentment, protest, advertisement or notice of any kind (except any notice required by law, as referred to below), all

of which are hereby expressly waived by each Pledgor, shall be required in connection with any sale or other disposition of any part of the Collateral. If any notice of a proposed sale or other disposition of any part of the Collateral shall be required under applicable law, the Administrative Agent shall give the applicable Pledgor at least ten (10) days' prior notice of the time and place of any public sale and of the time after which any private sale or other disposition is to be made, which notice each Pledgor agrees is commercially reasonable. The Administrative Agent shall not be obligated to make any sale of Collateral if it shall determine not to do so, regardless of the fact that notice of sale may have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. Upon each public sale and, to the extent permitted by applicable law, upon each private sale, the Administrative Agent may purchase all or any of the Collateral being sold, free from any equity, right of redemption or other claim or demand, and may make payment therefor by endorsement and application (without recourse) of the Secured Obligations in lieu of cash as a credit on account of the purchase price for such Collateral; and

(i) To transfer or register in its name or in the names of any of its agents or nominees, all or any part of the Domain Names, without notice to any Pledgor and with or without disclosing that such Collateral is subject to the security interest created hereunder, by using the Registrant Name Change Agreement, attached as Schedule A to the Grant of Security Interest in Domain Name Registration previously delivered by the applicable Pledgor to the Administrative Agent pursuant to **Section 4.11**.

6.2 Application of Proceeds.

(a) All Proceeds collected by the Administrative Agent upon any sale, other disposition of or realization upon any of the Collateral, together with all other moneys received by the Administrative Agent hereunder, shall be applied as follows:

(i) first, to the payment of all costs and expenses of such sale, disposition or other realization, including the reasonable costs and expenses of the Administrative Agent and the reasonable fees and expenses of its agents and counsel, all amounts advanced by the Administrative Agent for the account of any Pledgor, and all other amounts payable to the Administrative Agent under **Section 8.1**;

(ii) second, after payment in full of the amounts specified in clause (i) above, to cash collateralize Letter of Credit Exposure pursuant to Section 3.8 of the Credit Agreement;

(iii) third, after payment in full of the amounts specified in clause (i) and (ii) above, to the ratable payment of all other Secured Obligations owing to the Secured Parties; and

(iv) fourth, after payment in full of the amounts specified in clauses (i),(ii) and (iii) above, and following the termination of this Agreement, to the Pledgors or any other Person lawfully entitled to receive such surplus.

(b) For purposes of applying amounts in accordance with this Section, the Administrative Agent shall be entitled to rely upon any Secured Party that has entered into a Hedge Agreement with the Borrower for a determination (which such Secured Party agrees to provide or cause to be provided upon request of the Administrative Agent) of the outstanding Secured Obligations owed to such Secured Party under any such Hedge Agreement. Unless it has actual knowledge (including by way of written notice from any such Secured Party) to the contrary, the Administrative Agent, in acting hereunder, shall be entitled to assume that no Hedge Agreements or Secured Obligations in respect thereof are in existence between any Secured Party and the Borrower.

(c) Each Pledgor shall remain liable to the extent of any deficiency between the amount of all Proceeds realized upon sale or other disposition of the Collateral pursuant to this Agreement and the aggregate amount of the sums referred to in clauses (i) and (ii) of subsection (a) above. Upon any sale of any Collateral hereunder by the Administrative Agent (whether by virtue of the power of sale herein granted, pursuant to judicial proceeding, or otherwise), the receipt of the Administrative Agent or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold, and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

6.3 Collateral Accounts. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right to cause to be established and maintained, at its principal office or such other location or locations as it may establish from time to time in its discretion, one or more accounts (collectively, "Collateral Accounts") for the collection of cash Proceeds of the Collateral. Such Proceeds, when deposited, shall continue to constitute Collateral for the Secured Obligations and shall not constitute payment thereof until applied as herein provided. The Administrative Agent shall have sole dominion and control over all funds deposited in any Collateral Account, and such funds may be withdrawn therefrom only by the Administrative Agent. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right to (and, if directed by the Required Lenders pursuant to the Credit Agreement, shall) apply amounts held in the Collateral Accounts in payment of the Secured Obligations in the manner provided for in **Section 6.2**.

6.4 Grant of License. Each Pledgor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Pledgor) to use, license or sublicense any Patent Collateral, Trademark Collateral or Copyright Collateral now owned or licensed or hereafter acquired or licensed by such Pledgor, wherever the same may be located throughout the world, for such term or terms, on such conditions and in such manner as the Administrative Agent shall determine, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, and including in such license reasonable access to all media in which any of the licensed items may be recorded or

stored and to all computer software and programs used for the compilation or printout thereof. The use of such license or sublicense by the Administrative Agent shall be exercised, at the option of the Administrative Agent and only upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon each applicable Pledgor notwithstanding any subsequent cure of an Event of Default.

6.5 Registration; Private Sales.

(a) If, at any time after the occurrence and during the continuance of an Event of Default, any Pledgor shall have received from the Administrative Agent a written request or requests that such Pledgor cause any registration, qualification or compliance under any federal or state securities law or laws to be effected with respect to all or any part of the Equity Interests, such Pledgor will, as soon as practicable and at its expense, use its best efforts to cause such registration to be effected and be kept effective and will use its best efforts to cause such qualification and compliance to be effected and be kept effective as may be so requested and as would permit or facilitate the sale and distribution of such Equity Interests, including, without limitation, registration under the Securities Act of 1933, as amended (the "Securities Act"), appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with any other applicable requirements of Governmental Authorities; provided, that the Administrative Agent shall furnish to such Pledgor such information regarding the Administrative Agent as such Pledgor may reasonably request in writing and as shall be required in connection with any such registration, qualification or compliance. Such Pledgor will cause the Administrative Agent to be kept reasonably advised in writing as to the progress of each such registration, qualification or compliance and as to the completion thereof, will furnish to the Administrative Agent such number of prospectuses, offering circulars or other documents incident thereto as the Administrative Agent from time to time may reasonably request, and will indemnify the Administrative Agent and all others participating in the distribution of such Equity Interests against all claims, losses, damages and liabilities caused by any untrue statement (or alleged untrue statement) of a material fact contained therein (or in any related registration statement, notification or the like) or by any omission (or alleged omission) to state therein (or in any related registration statement, notification or the like) a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same may have been caused by an untrue statement or omission based upon information furnished in writing to such Pledgor by the Administrative Agent or any other Secured Party expressly for use therein.

(b) Each Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws as in effect from time to time, the Administrative Agent may be compelled, with respect to any sale of all or any part of the Equity Interests conducted without registration or qualification under the Securities Act and such state securities laws, to limit purchasers to any one or more Persons who will represent and agree, among other things, to acquire such Equity Interests for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sales may be made in such manner and under such circumstances as the Administrative Agent may deem necessary or advisable in its sole and absolute discretion, including at prices and on terms less favorable than those obtainable through a public sale without such restrictions

(including, without limitation, a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and agrees that the Administrative Agent shall have no obligation to conduct any public sales and no obligation to delay the sale of any Equity Interests for the period of time necessary to permit its registration for public sale under the Securities Act and applicable state securities laws, and shall not have any responsibility or liability as a result of its election so not to conduct any such public sales or delay the sale of any Equity Interests, notwithstanding the possibility that a substantially higher price might be realized if the sale were deferred until after such registration. Each Pledgor hereby waives any claims against the Administrative Agent or any other Secured Party arising by reason of the fact that the price at which any Equity Interests may have been sold at any private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Administrative Agent accepts the first offer received and does not offer such Equity Interests to more than one offeree.

(c) Each Pledgor agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Administrative Agent and the other Secured Parties, that the Administrative Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against the Pledgors.

6.6 The Pledgors Remain Liable. Notwithstanding anything herein to the contrary, (i) each Pledgor shall remain liable under all Contracts to which it is a party included within the Collateral (including, without limitation, all Investment Agreements) to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights or remedies hereunder shall not release any Pledgor from any of its obligations under any of such Contracts, and (iii) except as specifically provided for hereinbelow, neither the Administrative Agent nor any Lender shall have any obligation or liability by reason of this Agreement under any of such Contracts, nor shall the Administrative Agent or any Lender be obligated to perform any of the obligations or duties of any Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. This Agreement shall not in any way be deemed to obligate the Administrative Agent, any other Secured Party or any purchaser at a foreclosure sale under this Agreement to assume any of a Pledgor's obligations, duties or liabilities under any Investment Agreement, including, without limitation, any Pledgor's obligations, if any, to manage the business and affairs of the applicable partnership, joint venture, limited liability company or other issuer (collectively, the "Partner Obligations"), unless the Administrative Agent or such other Secured Party or purchaser otherwise agrees in writing to assume any or all of such Partner Obligations. In the event of foreclosure by the Administrative Agent hereunder, then except as provided in the preceding sentence, each applicable Pledgor shall remain bound and obligated to perform its Partner Obligations and neither the Administrative Agent nor any other Secured Party shall be deemed to have assumed any Partner Obligations. In the event the Administrative Agent, any other Secured Party or any purchaser at a foreclosure sale elects to become a substitute partner or member in place of a Pledgor, the party making such election shall adopt in writing such Investment Agreement and agree to be bound by the terms and provisions thereof; and subject to the execution of such written agreement, each Pledgor hereby irrevocably consents in advance to the

admission of the Administrative Agent, any other Secured Party or any such purchaser as a substitute partner or member to the extent of the Equity Interests acquired pursuant to such sale, and agrees to execute any documents or instruments and take any other action as may be necessary or as may be reasonably requested in connection therewith. The powers, rights and remedies conferred on the Administrative Agent hereunder are solely to protect its interest and privilege in such Contracts, as Collateral, and shall not impose any duty upon it to exercise any such powers, rights or remedies.

6.7 Waivers. Each Pledgor, to the greatest extent not prohibited by applicable law, hereby (i) agrees that it will not invoke, claim or assert the benefit of any rule of law or statute now or hereafter in effect (including, without limitation, any right to prior notice or judicial hearing in connection with the Administrative Agent's possession, custody or disposition of any Collateral or any appraisal, valuation, stay, extension, moratorium or redemption law), or take or omit to take any other action, that would or could reasonably be expected to have the effect of delaying, impeding or preventing the exercise of any rights and remedies in respect of the Collateral, the absolute sale of any of the Collateral or the possession thereof by any purchaser at any sale thereof, and waives the benefit of all such laws and further agrees that it will not hinder, delay or impede the execution of any power granted hereunder to the Administrative Agent, but that it will permit the execution of every such power as though no such laws were in effect, (ii) waives all rights that it has or may have under any rule of law or statute now existing or hereafter adopted to require the Administrative Agent to marshal any Collateral or other assets in favor of such Pledgor or any other party or against or in payment of any or all of the Secured Obligations, and (iii) waives all rights that it has or may have under any rule of law or statute now existing or hereafter adopted to demand, presentment, protest, advertisement or notice of any kind (except notices expressly provided for herein).

ARTICLE VII

THE ADMINISTRATIVE AGENT

7.1 The Administrative Agent; Standard of Care. The Administrative Agent will hold all items of the Collateral at any time received under this Agreement in accordance with the provisions hereof. The obligations of the Administrative Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Agreement and the other Credit Documents, are only those expressly set forth in this Agreement and the other Credit Documents. The Administrative Agent shall act hereunder at the direction, or with the consent, of the Required Lenders on the terms and conditions set forth in the Credit Agreement. The powers conferred on the Administrative Agent hereunder are solely to protect its interest, on behalf of the Secured Parties, in the Collateral, and shall not impose any duty upon it to exercise any such powers. Except for treatment of the Collateral in its possession in a manner substantially equivalent to that which the Administrative Agent, in its individual capacity, accords its own property of a similar nature, and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to the

Collateral. Neither the Administrative Agent nor any other Secured Party shall be liable to any Pledgor (i) for any loss or damage sustained by such Pledgor, or (ii) for any loss, damage, depreciation or other diminution in the value of any of the Collateral that may occur as a result of or in connection with or that is in any way related to any exercise by the Administrative Agent or any other Secured Party of any right or remedy under this Agreement, any failure to demand, collect or realize upon any of the Collateral or any delay in doing so, or any other act or failure to act on the part of the Administrative Agent or any other Secured Party, except to the extent that the same is caused by its own gross negligence or willful misconduct.

7.2 Further Assurances; Attorney-in-Fact.

(a) Each Pledgor agrees that it will join with the Administrative Agent to execute and, at its own expense, file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents and instruments in such offices as the Administrative Agent may reasonably deem necessary or appropriate, and wherever required or permitted by law, in order to perfect and preserve the Administrative Agent's security interest in the Collateral, and hereby authorizes the Administrative Agent to file financing statements and amendments thereto relating to all or any part of the Collateral without the signature of such Pledgor where permitted by law, and agrees to do such further acts and things (including, without limitation, making any notice filings with state tax or revenue authorities required to be made by account creditors in order to enforce any Accounts in such state) and to execute and deliver to the Administrative Agent such additional conveyances, assignments, agreements and instruments as the Administrative Agent may reasonably require or deem advisable to perfect, establish, confirm and maintain the security interest and Lien provided for herein, to carry out the purposes of this Agreement or to further assure and confirm unto the Administrative Agent its rights, powers and remedies hereunder.

(b) Each Pledgor hereby irrevocably appoints the Administrative Agent its lawful attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, the Administrative Agent or otherwise, and with full power of substitution in the premises (which power of attorney, being coupled with an interest, is irrevocable for so long as this Agreement shall be in effect), from time to time in the Administrative Agent's discretion after the occurrence and during the continuance of an Event of Default (except for the actions described in clause (i) below which may be taken by the Administrative Agent without regard to whether an Event of Default has occurred) to take any action and to execute any instruments that the Administrative Agent may deem necessary or advisable to accomplish the purpose of this Agreement, including, without limitation:

(i) to sign the name of such Pledgor on any financing statement, continuation statement, notice or other similar document that, in the Administrative Agent's opinion, should be made or filed in order to perfect or continue perfected the security interest granted under this Agreement (including, without limitation, any title or ownership applications for filing with applicable state agencies to enable any motor vehicles now or hereafter owned by the Company to be retitled and the Administrative Agent listed as lienholder thereon);

(ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(iii) to receive, endorse and collect any checks, drafts, instruments, chattel paper and other orders for the payment of money made payable to such Pledgor representing any interest, income, dividend, distribution or other amount payable in respect of any of the Collateral and to give full discharge for the same;

(iv) to obtain, maintain and adjust any property or casualty insurance required to be maintained by such Pledgor under **Section 4.10** and direct the payment of proceeds thereof to the Administrative Agent;

(v) to pay or discharge taxes, Liens or other encumbrances levied or placed on or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Administrative Agent in its sole discretion, any such payments made by the Administrative Agent to become Secured Obligations of the Pledgors to the Administrative Agent, due and payable immediately and without demand;

(vi) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or advisable for the collection of any of the Collateral or otherwise to enforce the rights of the Administrative Agent with respect to any of the Collateral; and

(vii) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with any and all of the Collateral as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes, and to do from time to time, at the Administrative Agent's option and the Pledgors' expense, all other acts and things deemed necessary by the Administrative Agent to protect, preserve or realize upon the Collateral and to more completely carry out the purposes of this Agreement.

(c) If any Pledgor fails to perform any covenant or agreement contained in this Agreement after written request to do so by the Administrative Agent (provided that no such request shall be necessary at any time after the occurrence and during the continuance of an Event of Default), the Administrative Agent may itself perform, or cause the performance of, such covenant or agreement and may take any other action that it deems necessary and appropriate for the maintenance and preservation of the Collateral or its security interest therein, and the reasonable expenses so incurred in connection therewith shall be payable by the Pledgors under **Section 8.1**.

ARTICLE VIII

MISCELLANEOUS

8.1 Indemnity and Expenses. The Pledgors agree jointly and severally:

(a) To indemnify and hold harmless the Administrative Agent, each other Secured Party and each of their respective directors, officers, employees, agents and affiliates from and against any and all claims, damages, demands, losses, obligations, judgments and liabilities (including, without limitation, reasonable attorneys' fees and expenses) in any way arising out of or in connection with this Agreement and the transactions contemplated hereby, except to the extent the same shall arise as a result of the gross negligence or willful misconduct of the party seeking to be indemnified; and

(b) To pay and reimburse the Administrative Agent upon demand for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Administrative Agent may incur in connection with (i) the custody, use or preservation of, or the sale of, collection from or other realization upon, any of the Collateral, including the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, (ii) the exercise or enforcement of any rights or remedies granted hereunder (including, without limitation, under **Article VI**), under any of the other Credit Documents or otherwise available to it (whether at law, in equity or otherwise), or (iii) the failure by any Pledgor to perform or observe any of the provisions hereof. The provisions of this Section shall survive the execution and delivery of this Agreement, the repayment of any of the Secured Obligations, the termination or expiration of all Letters of Credit under the Credit Agreement, the termination of the Commitments under the Credit Agreement and the termination of this Agreement or any other Credit Document.

8.2 No Waiver. The rights and remedies of the Secured Parties expressly set forth in this Agreement and the other Credit Documents are cumulative and in addition to, and not exclusive of, all other rights and remedies available at law, in equity or otherwise. No failure or delay on the part of any Secured Party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or be construed to be a waiver of any Default or Event of Default. No course of dealing between the Pledgors and the Secured Parties or their agents or employees shall be effective to amend, modify or discharge any provision of this Agreement or any other Credit Document or to constitute a waiver of any Default or Event of Default. No notice to or demand upon any Pledgor in any case shall entitle such Pledgor or any other Pledgor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of any Secured Party to exercise any right or remedy or take any other or further action in any circumstances without notice or demand.

8.3 Pledgors' Obligations Absolute. Each Pledgor agrees that its obligations hereunder, and the security interest granted to and all rights, remedies and powers of the Administrative Agent hereunder, are irrevocable, absolute and unconditional and shall not be

discharged, limited or otherwise affected by reason of any of the following, whether or not such Pledgor has knowledge thereof:

- (i) any change in the time, manner or place of payment of, or in any other term of, any Secured Obligations, or any amendment, modification or supplement to, restatement of, or consent to any rescission or waiver of or departure from, any provisions of the Credit Agreement, any Subsidiary Guaranty, any other Credit Document or any agreement or instrument delivered pursuant to any of the foregoing;
- (ii) the invalidity or unenforceability of any Secured Obligations or any provisions of the Credit Agreement, any Subsidiary Guaranty, any other Credit Document or any agreement or instrument delivered pursuant to any of the foregoing;
- (iii) the addition or release of Pledgors hereunder or the taking, acceptance or release of any Secured Obligations or additional Collateral or other security therefor;
- (iv) any sale, exchange, release, substitution, compromise, nonperfection or other action or inaction in respect of any Collateral or other direct or indirect security for any Secured Obligations, or any discharge, modification, settlement, compromise or other action or inaction in respect of any Secured Obligations;
- (v) any agreement not to pursue or enforce or any failure to pursue or enforce (whether voluntarily or involuntarily as a result of operation of law, court order or otherwise) any right or remedy in respect of any Secured Obligations or any Collateral or other security therefor, or any failure to create, protect, perfect, secure, insure, continue or maintain any Liens in any such Collateral or other security;
- (vi) the exercise of any right or remedy available under the Credit Documents, at law, in equity or otherwise in respect of any Collateral or other security for any Secured Obligations, in any order and by any manner thereby permitted, including, without limitation, foreclosure on any such Collateral or other security by any manner of sale thereby permitted, whether or not every aspect of such sale is commercially reasonable;
- (vii) any bankruptcy, reorganization, arrangement, liquidation, insolvency, dissolution, termination, reorganization or like change in the corporate structure or existence of the Borrower, any other Pledgor or any other Person directly or indirectly liable for any Secured Obligations;
- (viii) any manner of application of any payments by or amounts received or collected from any Person, by whomsoever paid and howsoever realized, whether in reduction of any Secured Obligations or any other obligations of the Borrower or any other Person directly or indirectly liable for any Secured Obligations, regardless of what Secured Obligations may remain unpaid after any such application; or
- (ix) any other circumstance that might otherwise constitute a legal or equitable discharge of, or a defense, set-off or counterclaim available to, the Borrower, any Pledgor or a surety or guarantor generally, other than the occurrence of all of the following:

(x) the payment in full of the Secured Obligations (other than contingent liabilities that, by their nature, may accrue after principal of and interest on the Loans have been repaid in full), (y) the termination or expiration of all Letters of Credit under the Credit Agreement and (z) the termination of the Commitments under the Credit Agreement (the events in clauses (x), (y) and (z) above, collectively, the "Termination Requirements").

8.4 Enforcement. By its acceptance of the benefits of this Agreement, each Lender agrees that this Agreement may be enforced only by the Administrative Agent, acting upon the instructions or with the consent pursuant to the Credit Agreement, and that no Lender shall have any right individually to enforce or seek to enforce this Agreement or to realize upon any Collateral or other security given to secure the payment and performance of the Secured Obligations.

8.5 Amendments, Waivers, etc. No amendment, modification, waiver, discharge or termination of, or consent to any departure by any Pledgor from, any provision of this Agreement, shall be effective unless in a writing executed and delivered in accordance with **Section 11.6** of the Credit Agreement, and then the same shall be effective only in the specific instance and for the specific purpose for which given.

8.6 Continuing Security Interest; Term; Successors and Assigns; Assignment; Termination and Release; Survival. This Agreement shall create a continuing security interest in the Collateral and shall secure the payment and performance of all of the Secured Obligations as the same may arise and be outstanding at any time and from time to time from and after the date hereof, and shall (i) remain in full force and effect until the occurrence of the Termination Requirements, (ii) be binding upon and enforceable against each Pledgor and its successors and assigns (provided, however, that no Pledgor may sell, assign or transfer any of its rights, interests, duties or obligations hereunder without the prior written consent of the Lenders) and (iii) inure to the benefit of and be enforceable by each Secured Party and its successors and assigns. Upon any sale or other disposition by any Pledgor of any Collateral in a transaction expressly permitted hereunder or under or pursuant to the Credit Agreement or any other applicable Credit Document, the Lien and security interest created by this Agreement in and upon such Collateral shall be automatically released, and upon the satisfaction of all of the Termination Requirements, this Agreement and the Lien and security interest created hereby shall terminate; and in connection with any such release or termination, the Administrative Agent, at the request and expense of the applicable Pledgor, will execute and deliver to such Pledgor such documents and instruments evidencing such release or termination as such Pledgor may reasonably request and will assign, transfer and deliver to such Pledgor, without recourse and without representation or warranty, such of the Collateral as may then be in the possession of the Administrative Agent (or, in the case of any partial release of Collateral, such of the Collateral so being released as may be in its possession). All representations, warranties, covenants and agreements herein shall survive the execution and delivery of this Agreement and any Pledge Amendment or Pledgor Accession.

8.7 Additional Pledgors. Each Pledgor recognizes that the provisions of the Credit Agreement require Persons that become Subsidiaries of the Borrower, and that are not already parties hereto, to execute and deliver a Pledgor Accession, whereupon each such Person shall become a Pledgor hereunder with the same force and effect as if originally a Pledgor hereunder on

the date hereof, and agrees that its obligations hereunder shall not be discharged, limited or otherwise affected by reason of the same, or by reason of the Administrative Agent's actions in effecting the same or in releasing any Pledgor hereunder, in each case without the necessity of giving notice to or obtaining the consent of such Pledgor or any other Pledgor.

8.8 Notices. All notices and other communications provided for hereunder shall be given to the parties in the manner and subject to the other notice provisions set forth in the Credit Agreement and the Subsidiary Guaranty.

8.9 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina (without regard to the conflicts of law provisions thereof).


8.10 Severability. To the extent any provision of this Agreement is prohibited by or invalid under the applicable law of any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity and only in such jurisdiction, without prohibiting or invalidating such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

8.11 Construction. The headings of the various sections and subsections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

8.12 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

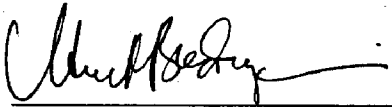
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their duly authorized officers as of the date first above written.

FAMILY CHRISTIAN STORES, INC.

By: 
Craig G. Wassenaar,
Senior Vice President &
Chief Financial Officer

Accepted and agreed to:

FIRST UNION NATIONAL BANK, as
Administrative Agent

By: 
Henry R. Biedrzycki,
Vice President

Pledge and Security Agreement

Family Christian Stores, Inc.
First Union National Bank, as Administrative Agent

Pledged Equity Interests

None.

Filing Locations

Alabama (state)	Missouri (state)
Arizona (state)	Montana (state)
Arkansas (state)	Nebraska (state)
California (state)	Nevada (state)
Colorado (state)	New Jersey (state)
Florida (state)	New Mexico (state)
Georgia (state)	New York (state)
Idaho (state)	North Carolina (state)
Illinois (state)	North Dakota (state)
Indiana (state)	Ohio (state)
Iowa (state)	Oklahoma (state)
Kentucky (state)	Oregon (state)
Louisiana (Jefferson County)	Pennsylvania (state)
Louisiana (Lafayette County)	South Carolina (state)
Louisiana (Ouachita County)	Tennessee (state)
Louisiana (Rapides County)	Texas (state)
Maryland (state)	Virginia (state)
Michigan (state)	Washington (state)
Minnesota (state)	West Virginia (state)
Mississippi (state)	Wisconsin (state)

Locations of Chief Executive Office, etc.

1. Chief executive office:

5300 Patterson Ave., SE
Grand Rapids, MI 49530
2. Records relating to Collateral:

5300 Patterson Ave., SE
Grand Rapids, MI 49530
3. Equipment or Inventory:

5300 Patterson Ave., SE
Grand Rapids, MI 49530

See attached.
4. Other places of business:

None.
5. Trade/fictitious or prior corporate names:

See attached.

Family Christian Stores Corporate Offices
5300 Patterson Ave., SE
Grand Rapids, MI 49530
616-554-8700 – For additional lists:
Contact Special Services Dept. ext. #8672

- | | |
|--|---|
| <p>12 Family Christian Stores - 2012
10517 Perry Highway
Wexford, PA 15090-
724-935-9460
Manager: Dick Lynch</p> <p>13 Family Christian Stores - 2013
Eastland Shoppes
1460 N Green River Rd
Evansville, IN 47715-2429
812-479-7310
Manager: Tim Smkh</p> <p>14 Family Christian Stores - 2014
Volusia Pt Shopping Center Suite 504
1808 W International Speedway
Daytona Beach, FL 32114-1227
904-239-0073
Manager: Mike Scalzo</p> <p>15 Family Christian Stores - 2015
1523 W New Haven Avenue
Melbourne, FL 32904-3927
407-723-6211
Manager: Bill Matheson</p> <p>16 Family Christian Stores - 2016
Lakeview Plaza
15892 Lagrange Road Space D13
Orland Park, IL 60462-3209
708-403-1998
Manager: Kay Bertschi</p> <p>17 Family Christian Stores - 2017
The Shops At Quebec Village
8223 S Quebec St Unit L
Englewood, CO 80112-3189
303-771-7081
Manager: George Kile</p> | <p>18 Family Christian Stores - 2018
Fairfield Commons Shopping Center
98 N Wadsworth Blvd Suite 108
Lakewood, CO 80226-1551
303-231-9960
Manager: Shawn Marie Pontet- Aikens</p> <p>19 Family Christian Stores - 2019
Parkway Terrace Shopping Center
2475 Apalachee Pkwy Ste 201
Tallahassee, FL 32301-4948
850-658-8500
Manager: Leon Yancey</p> <p>21 Family Christian Stores - 2021
8085 Fairview Ave
Boise, ID 83704-8424
208-375-8180
Manager: Craig Van Fossen</p> <p>22 Family Christian Stores - 2022
Inspirations - Boise Towne Square Mall
350 N Milwaukee Space 2084
Boise, ID 83788-0104
208-376-5141
Manager: Robert Sweesy</p> <p>25 Family Christian Stores - 2025
Millcreek Centre
G-5038 Miller Road
Flint, MI 48507-1044
810-732-6700
Manager: Dollie Wendel</p> <p>26 Family Christian Stores - 2026
High Point Centre
523-525 East Roosevelt
Lombard, IL 60148-4631
630-620-8600
Manager: Heather Plumb</p> |
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TRADEMARK
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- 27 Family Christian Stores - 2027
Northpark Plaza
2337 Northpark Dr Ste 150
Holland, MI 49424-9599
616-393-7704
Manager: Kim Vandestreek
- 28 Family Christian Stores - 2028
1168 Fox Valley Center
Aurora, IL 60504-4182
630-898-8400
Manager: Charlotte Hess
- 30 Family Christian Stores - 2030
McMullen Creek Market
8328-306 Pineville Matthews Rd
Charlotte, NC 28226-4752
704-541-5195
Manager: Beth Hobson
- 31 Family Christian Stores - 2031
Mallard Crossing Shopping Center
855 Meacham Rd
Elk Grove Village, IL 60007-3073
847-891-3003
Manager: Bryan Flickema
- 32 Family Christian Stores - 2032
Chartiers Valley Shopping Center
1025 Washington Pike
Bridgeville, PA 15017-2779
412-221-3222
Manager: Alan Ciechanowski
- 33 Family Christian Stores - 2033
120 Byron Ave
Altoona, PA 16602-4106
814-943-0531
Manager: Chris Miller
- 34 Family Christian Stores - 2034
10800 Alpharetta Rd Ste 156
Roswell, GA 30076-1463
770-998-8073
Manager: Dorothy Cuniff
- 35 Family Christian Stores - 2035
Esplanade @ Town Center
2700 Town Center Dr NW Ste B
Kennesaw, GA 30144-6800
770-499-1849
Manager: Trey Longenecker
- 37 Family Christian Stores - 2037
Reddman Square Festival
5618 Albemarle Road Ste 800
Charlotte, NC 28212-3684
704-535-6109
Manager: Helen Waters
- 38 Family Christian Stores - 2038
Holiday Centre
3747 William Penn Hwy Space R
Monroeville, PA 15146-2125
412-372-1610
Manager: Patty Polce
- 39 Family Christian Stores - 2039
Maple Hill Mall
5128 West Main Street
Kalamazoo, MI 49009-1088
616-349-8747
Manager: Tom Beetham
- 40 Family Christian Stores - 2040
3330 Satellite Blvd
Duluth, GA 30095-
770-497-9368
Manager: Ruth Headen
- 41 Family Christian Stores - 2041
Rex Center
2742 N Fairfield Rd
Beavercreek, OH 45431-
937-426-2882
Manager: Becky Loudermilk

3/12/99

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TRADEMARK
REEL: 002959 FRAME: 0639

42 Family Christian Stores - 2042
Green Ridge Square
3150 Alpine Rd Suite 1
Walker, MI 49544-1667
616-784-7179
Manager: Arthur Bristol

43 Family Christian Stores - 2043
Fayette Place
4001 Nicholasville Road
Lexington, KY 40503-4487
606-273-3314
Manager: Will Briggs

44 Family Christian Stores - 2044
Cornerstone College
915 E Beltline NE
Grand Rapids, MI 49505-5801
616-957-0002
Manager: Stephen Johnson

45 Family Christian Stores - 2045
Fashion Square West
4721 Bay Road
Saginaw, MI 48603-1208
517-799-8080
Manager: Chris Rainey

46 Family Christian Stores - 2046
9320 Miller Road Suite 390
Miami, FL 33165-6529
305-595-7341
Manager: Victor Sanchez

47 Family Christian Stores - 2047
Broadmoor Plaza
1129 East Ireland
South Bend, IN 46814-3446
219-291-6306
Manager: Bob LeCount

48 Family Christian Stores - 2048
350 Grand Central Mall
PO Box 6067
Vienna, WV 26105-
304-428-7901
Manager: Carol Kapple

49 Family Christian Stores - 2049
304 E Town Mall Space E501
Madison, WI 53704-3748
608-249-4822
Manager: David Belleau

50 Family Christian Stores - 2050
Prestige Plaza
1 Prestige Plaza Dr
Dayton, OH 45342-
937-435-0583
Manager: David Phillips

51 Family Christian Stores - 2051
162 Town Center Road
Matteson, IL 60443-2245
708-748-8845
Manager: Andy Bocanegra

53 Family Christian Stores - 2053
105 Jamestown Mall
Florissant, MO 63034-2925
314-741-6566
Manager: Dennis Stear

54 Family Christian Stores - 2054
Bartlett Towne Centre
6025 Stage Rd Suite 36
Bartlett, TN 38134-8313
901-388-8082
Manager: Pam Bryant

58 Family Christian Stores - 2058
Shannon Walk
6810 Shannon Parkway Ste G
Union City, GA 30291-
770-964-6653
Manager: Curtis Shwartz

57 Family Christian Stores - 2057
Clinton Valley Shopping Center
44751 Schoenherr Rd
Sterling Hghts, MI 48313-1137
810-254-5557
Manager: Lori Hosler

59 Family Christian Stores - 2059
Centennial Plaza
2930 NW 59th
Oklahoma City, OK 73112-
405-843-4020
Manager: Robert Crain

60 Family Christian Stores - 2060
3661 Eisenhower Pkwy
PO Box 11968
Macon, GA 31212-1968
912-474-8298
Manager: Kathy Gowan

61 Family Christian Stores - 2061
Crossroads Mall
7300 Dodge Street Suite 605
Omaha, NE 68114-3661
402-391-1900
Manager: Paula Higgs

62 Family Christian Stores - 2062
Merrillville Plaza Space 1932
1932 East 80th Avenue
Merrillville, IN 48410-5735
219-769-5262
Manager: Ken Calhoon

64 Family Christian Stores - 2064
Southridge Center
2964 28th Street SE
Grand Rapids, MI 49512-1625
616-949-8892
Manager: Kirk Ford

65 Family Christian Stores - 2065
1168 Independence Ctr Dr
Independence, MO 64057-1733
816-795-8888
Manager: Peggy Witt

66 Family Christian Stores - 2066
Stratford Ridge Shopping Ctr
1608 S Stratford Road 612(B)
Winston-Salem, NC 27103-2924
910-765-1270
Manager: Prelette Tillman

67 Family Christian Stores - 2067
300 E Cornwallis Dr
Greensboro, NC 27408-5104
336-274-2776
Manager: Mike Baumann

68 Family Christian Stores - 2068
205 Chesterfield Mall
Space AU 500
Chesterfield, MO 63017-4811
314-532-5272
Manager: Christina Bundesen

69 Family Christian Stores - 2069
The Crossroads
6650 S Westnedge Space 112
Portage, MI 49002-2812
616-323-1430
Manager: Dick Forsman

70 Family Christian Stores - 2070
Landmark Station
1315-B Bridford Parkway
Greensboro, NC 27407-
336-297-1846
Manager: Steve Strobel

71 Family Christian Stores - 2071
Enterprise Plaza
6140 University Dr NW Ste B-2
Huntsville, AL 35818-
256-837-9818
Manager: Renee Ratcliff

74 Family Christian Stores - 2074
Columbia Mall
7201 Two Notch Road (Du-808)
Columbia, SC 29223-7527
803-788-4743
Manager: Matt Daugherty

75 Family Christian Stores - 2075
15241 E Mississippi Ave #2531
Aurora, CO 80012-
303-752-4838
Manager: Ross Trenton

76 Family Christian Stores - 2076
Parkwest Center
3914 West Jefferson
Fort Wayne, IN 46804-1217
219-436-5777
Manager: Roy Merkle

77 Family Christian Stores - 2077
Festival On Jefferson Court
4649 Outer Loop
Louisville, KY 40219-3970
502-966-4228
Manager: Len Fisk

78 Family Christian Stores - 2078
Dori-East Shopping Center
8317 E Washington Street
Indianapolis, IN 46219-8817
317-897-9908
Manager: Gerald Frazier

79 Family Christian Stores - 2079
CLOSED 1/15/99

81 Family Christian Stores - 2081
Westgate Shopping Center
2314 W Harrison
Olympia, WA 98502-4544
360-352-7777
Manager: Aaron Burtner

82 Family Christian Stores - 2082
Eastgate Crossing Space 612
4530 Eastgate Blvd
Cincinnati, OH 45245-1258
513-752-8251
Manager: John Bartlett

83 Family Christian Stores - 2083
Olympic Square Shopping Ctr
3315 Pacific Ave Se Suite B-2
Olympia, WA 98501-2171
360-491-4444
Manager: Michelle Stewart

84 Family Christian Stores - 2084
2438 Wiley Blvd SW
Cedar Rapids, IA 52404-6003
319-396-0782
Manager: Patty Stone

85 Family Christian Stores - 2085
Southdale Shopping Center
5004 Se 14th Street
Des Moines, IA 50315-
515-287-6888
Manager: Mike Nodland

86 Family Christian Stores - 2086
South Park Mall #212
4500 16th Street
Moline, IL 61265-7057
309-762-2389
Manager: Jeff Schmetz

87 Family Christian Stores - 2087
Century Square
2365 Mountain View Drive
West Mifflin, PA 15122-2435
412-853-3954
Manager: Chuck Stockdill

88 Family Christian Stores - 2088
Hickory Hollow Mall - Unit 2129
5252 Hickory Hollow Parkway
Antioch, TN 37013-3022
615-731-7977
Manager: Lisa Malone

89 Family Christian Stores - 2089
401 Richland Mall
6001 W Waco Drive
Waco, TX 76710-6302
254-772-3350
Manager: Larry Crouch

90 Family Christian Stores - 2090
Glenbrook Mall
4201 Coldwater Road
Fort Wayne, IN 46805-1113
219-484-9027
Manager: Sandy Kayser

91 Family Christian Stores - 2091
4432 Mall Of Memphis Ste 2
Memphis, TN 38118-8407
901-784-2473
Manager: Rhonda VanDiver

92 Family Christian Stores - 2092
314 Citadel Mall
2070 Sam Rittenberg Blvd
Charleston, SC 29407-4810
843-768-4205
Manager: Yolonda Rivers

93 Family Christian Stores - 2093
Village Square Shopping Center
964 Bragg Road
Fredericksburg, VA 22407-6979
540-788-2223
Manager: Joe Henderson

94 Family Christian Stores - 2094
2575 28th Street SW
Wyoming, MI 49509-2105
616-531-0540
Manager: Deb Vis
Church Supply Co-ordinator: Steve
Howell - DVX #2594

95 Family Christian Stores - 2095
Towne Mall, Space B-216
3461 Towne Mall Blvd
Franklin, OH 45005-5530
513-424-1593
Manager: Ronda DeBord

96 Family Christian Stores - 2096
Huntington Mall Unit 405
Barboursville, WV 25504-1828
304-733-0743
Manager: Dave Calvert

97 Family Christian Stores - 2097
Greenwood Courtyard
2425 Scottsville Rd Suite 100
Bowling Green, KY 42104-4457
502-781-6043
Manager: Greg Wood

98 Family Christian Stores - 2098
Northtown Plaza
102 E Kimberly Road
Davenport, IA 52808-5922
319-388-0205
Manager: Connie Hill

- 100 Family Christian Stores - 2100
7580 N Academy Blvd
Colorado Springs, CO 80920-3208
719-598-1500
Manager: Mark Gibson
- 101 Family Christian Stores - 2101
1801 E Central Texas Exp
Killeen, TX 76543-
254-899-2665
Manager: Travis McDaniel
- 102 Family Christian Stores - 2102
Palm Springs Center
515 E Altamonte Dr Suite 7
Altamonte Springs, FL 32701-4732
407-831-1500
Manager: Ron Christopher
- 103 Family Christian Stores - 2103
12008 Highway 49
Gulfport, MS 39503-
228-831-9969
- 104 Family Christian Stores - 2104
Benjamin Plaza Suite E&F
8950 Hillcrest Road
Kansas City, MO 64138-3767
816-763-9501
Manager: David Swinger
- 105 Family Christian Stores - 2105
Old Country Plaza
4365 Starkey Rd SW 5 & 6
Roanoke, VA 24014-
540-772-3959
Manager: John Cox
- 106 Family Christian Stores - 2106
18120 Bothell Way NE #10
Bothell, WA 98011-
425-487-3414
Manager: John Stapp

- 107 Family Christian Stores - 2107
Southwest Commons Shopping Ctr
8601 W Cross
Littleton, CO 80123-
303-973-4704
Manager: Wanda Snyder
- 108 Family Christian Stores - 2108
5116 196th SW Ste #203
Lynnwood, WA 98036-8148
425-774-9507
Manager: John Lawrence
- 110 Family Christian Stores - 2110
1402 SE Everett Mall Way Ste 10b
Everett, WA 98208-2824
425-353-4256
Manager: Patty Taylor
- 111 Family Christian Stores - 2111
Jolly Cedar Plaza Suite 12
5200 S Cedar St
Lansing, MI 48911-3862
517-887-0448
Manager: Ron Vanderlaan
- 112 Family Christian Stores - 2112
11807 Fair Oaks Mall
Fairfax, VA 22033-3303
703-352-1489
Manager: Andrew Franke
- 114 Family Christian Stores - 2114
The Summit Shopping Center
7408 SW 34th Ave
Amarillo, TX 79121-1408
806-358-7651
Manager: Larry Wood
- 115 Family Christian Stores - 2115
Haywood Mall (Suite 513)
700 Haywood Road
Greenville, SC 29607-2725
864-297-9504
Manager: Mark Burdette

116 Family Christian Stores - 2116
6925 W 88th Avenue
Westminster, CO 80021-
303-432-8001
Manager: Elizabeth Smith

117 Family Christian Stores - 2117
CLOSED 1/22/99

118 Family Christian Stores - 2118
Market East Shopping Center
1515 Town East Blvd
Mesquite, TX 75150-4118
972-613-0293
Manager: William McGregor

120 Family Christian Stores - 2120
Lakeforest Mall Space 2690
701 Russell Ave
Gaithersburg, MD 20877-2612
301-990-8611
Manager: Mike Stottlemeyer

121 Family Christian Stores - 2121
Augusta Mall Space 2535
3450 Wrightsboro Road
Augusta, GA 30909-2507
706-737-0782
Manager: Wesley Cox

122 Family Christian Stores - 2122
Willowbrook Mall Suite 1528
7925 F M 1960 Road West
Houston, TX 77070-5798
281-469-0766
Manager: Nancy Rohan

123 Family Christian Stores - 2123
The Parks Suite 2204
3811 S Cooper Street
Arlington, TX 76015-4138
817-472-7277
Manager: Daniel Bell

124 Family Christian Stores - 2124
2983 Montgomery Mall
Montgomery, AL 36116-2535
334-284-8512
Manager: Andrew Barton

126 Family Christian Stores - 2126
Northgate Mall
1058 W Club Blvd
Durham, NC 27701-1154
919-286-4465
Manager: Chuck Lee

127 Family Christian Stores - 2127
West Oaks II
43520 West Oaks Drive
Novi, MI 48377-3302
248-349-8620

128 Family Christian Stores - 2128
Collin Creek Mall Suite 1164
811 North Central Expressway
Plano, TX 75075-8838
972-578-8771
Manager: Joey McBride

129 Family Christian Stores - 2129
Cordova Mall Space K-1001
5100 N Ninth Ave
Pensacola, FL 32504-8735
850-474-9324
Manager: David Coward

130 Family Christian Stores - 2130
Lakeland Square Mall Room #130
3800 US 98 North
Lakeland, FL 33809-2832
941-853-1296
Manager: Bill Gonzales

131 Family Christian Stores - 2131
Terrace At The Florida Mall #140
730 Sand Lake Road
Orlando, FL 32809-7747
407-858-1014
Manager: Kristopher Lyons

132 Family Christian Stores - 2132
Florence Plaza
7842 Connector Dr Suite 8
Florence, KY 41042-
608-282-8700
Manager: Barbara Smith

133 Family Christian Stores - 2133
Vista Ridge Mall Suite 1450
2401 S Stemmons Freeway
Lewisville, TX 75067-8769
972-315-0085
Manager: Bobby Williams

134 Family Christian Stores - 2134
Highland Mall Space 2174
6001 Airport Blvd
Austin, TX 78752-4208
512-323-5431
Manager: Ben Kopchick

135 Family Christian Stores - 2135
6020 Market Street
Youngstown, OH 44512-
330-758-1774

137 Family Christian Stores - 2137
Chesapeake Square Mall Ste 124
4200 Portsmouth Blvd
Chesapeake, VA 23321-2135
757-465-0254
Manager: Carl Dennison

138 Family Christian Stores - 2138
Laurel Shopping Center Space 73C
323 Montrose Avenue
Laurel, MD 20707-4809
301-804-2802
Manager: Alex Ksanznak

139 Family Christian Stores - 2139
Northpark Mall Suite 137
1200 E County Line Road
Ridgeland, MS 39157-1940
601-956-8578
Manager: Peggy Blackledge

140 Family Christian Stores - 2140
Countryside Plaza Space C2
16 Countryside Plaza
Countryside, IL 60525-3934
708-354-5660
Manager: Bob Buel

141 Family Christian Stores - 2141
Chesterfield Towne Ctr Ste 724
11500 Midlothian Turnpike
Richmond, VA 23235-4781
804-784-8716
Manager: Laura O'Neal

142 Family Christian Stores - 2142
Landmark Centre
5801 Duke Street Suite F250
Alexandria, VA 22304-3207
703-642-0508
Manager: Heather Meagher

143 Family Christian Stores - 2143
Tulsa Promenadespace LB 216& 217
4107 S Yale Avenue
Tulsa, OK 74135-8022
918-663-8253
Manager: Rebecca Hank

144 Family Christian Stores - 2144
Robinson Towne Center
1528 Park Manor Suite 305
Pittsburgh, PA 15205-4805
412-788-2775
Manager: Ben Rome

145 Family Christian Stores - 2145
Northwoods Mall Space E-3A
2150 Northwoods Blvd
North Charleston, SC 29406-4006
843-863-0681
Manager: Brian Teti

146 Family Christian Stores - 2146
1106 Maplewood Mall
Maplewood, MN 55109-1204
651-773-0940
Manager: Brian McGee

147 Family Christian Stores - 2147
Northgate Mall
9657 Colerain Ave
Cincinnati, OH 45251-2005
513-741-4433
Manager: Jim Battershell

148 Family Christian Stores - 2148
79 Danada Square East
Wheaton, IL 60187-8484
630-882-8888
Manager: Rob Schoonveld

149 Family Christian Stores - 2149
Highland Plaza
8522 W Brown Deer Rd
Milwaukee, WI 53224-2113
414-355-0575
Manager: Ruben Bryant

150 Family Christian Stores - 2150
50 Route 46
Mountain Lakes, NJ 07046-1623
973-334-1234
Manager: Ed Hermann

153 Family Christian Stores - 2153
Crown Plaza Shopping Center
461 US Rt 46
Fairfield, NJ 07004-1911
973-575-5855
Manager: Joseph Nozza

154 Family Christian Stores - 2154
Savannah Mall Suite 34
14045 Abercorn St
Savannah, GA 31419-1960
912-927-6185
Manager: Joni Merchant

155 Family Christian Stores - 2155
124 Century Plaza
Birmingham, AL 35210-1802
205-591-2662
Manager: Thomas Akers

156 Family Christian Stores - 2156
Alexandria Mall Suite 1562
3437 Masonic Drive
Alexandria, LA 71301-3640
318-445-3098
Manager: Joyce Sears

157 Family Christian Stores - 2157
Manassas Mall Suite 1-7
8300 Sudley Rd
Manassas, VA 20109-
703-330-7845
Manager: Thomas LaMont

158 Family Christian Stores - 2158
3401 Midway Mall Blvd
Elyria, OH 44035-2449
440-324-3078
Manager: Deron Colgan

159 Family Christian Stores - 2159
3105 W Jefferson Street
Joliet, IL 60435-4733
815-729-2400
Manager: Bonnie Schmitz

160 Family Christian Stores - 2160
Esplanade Mall, 706
1401 W Esplanade Ave
Kenner, LA 70065-2851
504-467-1677
Manager: Virginia Morales

161 Family Christian Stores - 2161
Cary Towne Center Suite M5524
1105 Walnut Street
Cary, NC 27511-4762
919-481-0029
Manager: David Sutter

162 Family Christian Stores - 2162
The Avenues
10300 South Side Blvd
Jacksonville, FL 32256-9737
904-363-3083
Manager: Wayne Peters

163 Family Christian Stores - 2163
Acadiana Mall
5725 Johnston St
Lafayette, LA 70503-5307
318-989-9790
Manager: Millie Parton

164 Family Christian Stores - 2164
Panama City Mall
2246 N Cove Blvd
Panama City, FL 32405-5321
850-872-1472
Manager: Pam Davis

165 Family Christian Stores - 2165
Columbiana Center Suite 1154
100 Columbiana Circle
Columbia, SC 29212-2231
803-781-1295

166 Family Christian Stores - 2166
St Charles Towne Center
11110 Mall Circle #1035
Waldorf, MD 20603-6054
301-705-8188
Manager: Elizabeth Hawkins

167 Family Christian Stores - 2167
The Crossroads Shopping Center
7977 Tara Blvd
Jonesboro, GA 30236-2200
770-471-1862
Manager: Tim Barbee

168 Family Christian Stores - 2168
Village Centre
550 E 162nd St
South Holland, IL 60473-2392
708-596-6030
Manager: Steve Holey

169 Family Christian Stores - 2169
5523 Chamblee Dunwoody Drive
Dunwoody, GA 30338-4106
770-392-1662
Manager: Todd Headen

170 Family Christian Stores - 2170
Stone Mountain Square Suite 1120
5370 US Hwy 78
Stone Mountain, GA 30087-3575
770-498-1728
Manager: Tim Smalley

171 Family Christian Stores - 2171
Countrybrook Village S/Ctr
3046 Lavon Dr - Suite 110
Garland, TX 75040-8771
972-530-8336
Manager: Andy Gaffaney

172 Family Christian Stores - 2172
Market Center Shopping Center
1580 Holcomb Ridge Rd Ste 13 & 14
Roswell, GA 30076-2779
770-518-0279
Manager: Stacey Garren

173 Family Christian Stores - 2173
Meridian Towne Center
4926 Marsh Road
Okemos, MI 48864-1153
517-349-7722
Manager: Mike McCartney

174 Family Christian Stores - 2174
Townridge Shopping Center
6590 Glenwood Ave
Raleigh, NC 27612-7157
919-420-0007
Manager: Jean Shafer

176 Family Christian Stores - 2176
Mist Lake Plaza
3160 Richmond Rd
Lexington, KY 40509-1509
606-269-1692
Manager: Sherry Corle

177 Family Christian Stores - 2177
The Shoppes At Rivergate
2162 N Gallatin Rd
Madison, TN 37115-2204
615-851-0145
Manager: David Agee

178 Family Christian Stores - 2178
1800 Mallory Lane
Brentwood, TN 37027-7935
615-370-8200
Manager: Viki Gilmore

179 Family Christian Stores - 2179
Harding Mall Suite 414
4050 Nolensville Rd
Nashville, TN 37211-4541
615-833-3600
Manager: Rusty Boatwright

180 Family Christian Stores - 2180
7073 Highway 70 S
Bellevue, TN 37221-2207
615-662-2500
Manager: Scott Wilson

181 Family Christian Stores - 2181
2019 Greeley Mall
Greeley, CO 80631-8525
970-352-2257

182 Family Christian Stores - 2182
564 NE 125th Street
North Miami, FL 33161-5583
305-893-4321
Manager: John Luick

183 Family Christian Stores - 2183
4701 N Federal Highway
Boca Raton, FL 33431-5135
561-391-7799
Manager: Dody Ashman

184 Family Christian Stores - 2184
3560 Meridian St #101
Bellingham, WA 98225-1731
360-676-0490
Manager: Bill Harman

185 Family Christian Stores - 2185
1712 Front Street
Lynden, WA 98264-2101
360-354-5960
Manager: Kathy Morgan

188 Family Christian Stores - 2188
12802 Totem Lake Blvd
Kirkland, WA 98034-7206
425-821-1281
Manager: Norm Baggs

189 Family Christian Stores - 2189
The Living Vine
3001 W Irving Blvd
Irving, TX 75061-
972-986-1026
Manager: Troy Adams
Assistant Mgr: Sharon Rozler - DVX
#2485
Book/Bible Mgr: Jim Jones - DVX #2486
Music Mgr: Gary Keefner - DVX #2487
Gifts Mgr: - DVX #2488
Office Mgr: Susan Thrower - DVX #2489
Church Department Mgr: Bobbie Wesson

191 Family Christian Stores - 2191
Piedmont Mall
325 Piedmont Drive
Danville, VA 24540-4054
804-799-5329
Manager: Ed Parker

192 Family Christian Stores - 2192
3744 Lawrenceville Highway
Tucker, GA 30084-5500
770-834-0000
Manager: Dave Sartain

193 Family Christian Stores - 2193
126 W Main Street
Plainfield, IN 46168-
317-839-9281
Manager: Kathi Isbell

194 Family Christian Stores - 2194
5620 M Crawfordsville Rd
Indianapolis, IN 46224-
317-852-2362
Manager: John Leslie

195 Family Christian Stores - 2195
1874 Heights Plaza Center
Natrona Heights, PA 15065-2294
724-226-3322
Manager: Ginny Besterman

196 Family Christian Stores - 2196
McCain Plaza
4202 E McCain Blvd
North Little Rock, AR 72117-2516
501-945-3838
Manager: Tonya Blunt

197 Family Christian Stores - 2197
3123 Southgate Circle
Sarasota, FL 34239-5563
941-366-0530
Manager: Johnathan Wynn

198 Family Christian Stores - 2198
5203 Cortez Rd W
Bradenton, FL 34210-3148
941-794-6170
Manager: Bob Chellin

199 Family Christian Stores - 2199
1225 S Venice Bypass
Venice, FL 34292-
941-484-7400
Manager: Kris Dickau

201 Family Christian Stores - 2201
4421 S Westnedge
Kalamazoo, MI 49008-3209
616-381-2230
Manager: Dick Forsman

202 Family Christian Stores - 2202
CLOSED 1/22/99

203 Family Christian Stores - 2203
738 W Stassney Lane
Austin, TX 78745-3032
512-444-8913
Manager: Fred Orta

204 Family Christian Stores - 2204
4709 Pecanland Mall Drive
Monroe, LA 71203-
318-388-0460
Manager: Erin Basile

205 Family Christian Stores - 2205
2804 Mitchell
Greenville, TX 75402-
903-455-7341
Manager: Steve Shaffer

206 Family Christian Stores - 2206
#9 Sixth Street South
Great Falls, MT 59401-
406-453-0346
Manager: Don Vrenna

207 Family Christian Stores - 2207
2845 David McLeod Blvd
Florence, SC 29501-
843-662-5673
Manager: Robb Preffer

208 Family Christian Stores - 2208
303 S Bowman Rd Ste 310
Little Rock, AR 72207-
501-224-5647
Manager: Lori Thomas

209 Family Christian Stores - 2209
30 Innsbruck Mall
85 Tunnel Rd
Asheville, NC 28805-
828-252-3500
Manager: Ty Moser

210 Family Christian Stores - 2210
1230 S Decatur Blvd
Las Vegas, NV 89102-
702-870-9550
Manager: Arlene Drost

211 Family Christian Stores - 2211
3001 West Loop 250 N E127
Midland, TX 79705-
915-899-2588
Manager: Darrel Schiel

212 Family Christian Stores - 2212
1202 NW 23rd Ave
Gainesville, FL 32609-
352-377-0637
Manager: Bo Faust

213 Family Christian Stores - 2213
Spring Creek Center
637 Joyce Street
Fayetteville, AR 72703-
501-521-3811
Manager: Dan Phillips

214 Family Christian Stores - 2214
2116 Charleston Towne Center
Charleston, WV 25389-
304-346-9898

215 Family Christian Stores - 2215
6380 Edgemere
El Paso, TX 79925-
915-779-1968
Manager: Joel Benitez

216 Family Christian Stores - 2216
44822 N 10th Street West
Lancaster, CA 93534-
805-948-2773
Manager: Mary Knox

217 Family Christian Stores - 2217
2211J E Palmdale Blvd
Palmdale, CA 93550-
805-273-6512
Manager: Mike Flatt

218 Family Christian Stores - 2218
3950 E 42nd St
Odessa, TX 79762-
915-366-3335
Manager: Mike Snow

219 Family Christian Stores - 2219
815 SE 3rd St
Bend, OR 97702-
541-389-9796
Manager: Jennie Asmussen

220 Family Christian Stores - 2220
1634 Highway 1 South
Greenville, MS 38701-
601-335-1140
Manager: Karen Edwards

221 Family Christian Stores - 2221
2015 University Avenue
Anderson, IN 46012-
765-644-2263
Manager: Larry Lipps

222 Family Christian Stores - 2222
4267 Robinson Street
Jackson, MS 39209-
601-822-7644
Manager: Robert George

223 Family Christian Stores - 2223
Colonial Mart Shopping Ctr
5009 Parkway Drive
Jackson, MS 39211-
601-957-9033
Manager: Carolyn Shell

224 Family Christian Stores - 2224
1980 W Foothill Blvd
Upland, CA 91786-
909-985-0261
Manager: Shawna Fisher

225 Family Christian Stores - 2225
31833 Gateway Blvd S
Federal Way, WA 98003-
253-839-3920
Manager: Penny Roggenkamp

226 Family Christian Stores - 2226
2630 West Main
Bozeman, MT 59715-
406-586-3369
Manager: Ron Knowles

227 Family Christian Stores - 2227
Maumee Market Place
1550 Reynolds Road
Maumee, OH 43537-
419-897-0893
Manager: Sue Poage

228 Family Christian Stores - 2228
4015 Secor Rd
Toledo, OH 43623-
419-475-3575
Manager: Sharon Markworth

229 Family Christian Stores - 2229
15821 Interstate Hwy 10E
Channelview, TX 77530-
281-452-1509
Manager: Cathy Boggs

230 Family Christian Stores - 2230
2525 N Mayfair Road
Wauwatosa, WI 53226-
414-453-9882
Manager: Thomas Ecks

231 Family Christian Stores - 2231
Summit Place
363 Summit Drive
Wateford, MI 48328-
248-708-1857
Manager: Elizabeth Hilliard

232 Family Christian Stores - 2232
Oaks Mall Plaza
6747 Newberry Road
Gainesville, FL 32605-
352-332-6200
Manager: Edna Stewart

233 Family Christian Stores - 2233
96 W Allendale Avenue
Allendale, NJ 07401-
201-825-1020
Manager: Reynoldo Cabarcas

234 Family Christian Stores - 2234
1565 W Main Street Suite 237
Lewisville, TX 75067-
972-420-1322
Manager: Clay Hinkel

235 Family Christian Stores - 2235
Lakeline Plaza
11066 Pecan Park Blvd, Ste 203
Cedar Park, TX 78613-
512-336-9538
Manager: Becky Drake- Ralston

236 Family Christian Stores - 2236
10400 Reading Rd
Cincinnati, OH 45241-
513-563-0775

237 Family Christian Stores - 2237
Colonial Shopping Center
2848 Pine Grove Avenue
Port Huron, MI 48060-
810-985-3572
Bargain Store
Manager: Sandra White

238 Family Christian Stores - 2238
218 W 234th Street
Riverdale, NY 10463-4049
718-543-1719
Manager: Tony Martinez

239 Family Christian Stores - 2239
3115 Lake Eastbrook SE
Kentwood, MI 49512-
616-977-4286
Bargain Store
Manager: Jack King

240 Family Christian Stores - 2240
1550 Westgate Parkway
Dothan, AL 36303-
334-794-0825
Manager: Christina Westberry

241 Family Christian Stores - 2241
37748 US Highway 19 N
Palm Harbor, FL 34684-
727-938-5523
Manager: Gus Savoca

242 Family Christian Stores - 2242
4840 Park Blvd
Pinellas Park, FL 33781-
727-541-4867
Manager: Larry Clark

243 Family Christian Stores - 2243
3902 13th Ave S Suite 713
Fargo, ND 58103-
701-282-8232
Manager: Sid Black

244 Family Christian Stores - 2244
6227 La Mesa Blvd
La Mesa, CA 91941-
619-462-9550
Manager: Andy VanHouton

245 Family Christian Stores - 2245
1583 W Main St
El Centro, CA 92243-
760-353-3755
Manager: Andy VanHouten

246 Family Christian Stores - 2246
2229-C El Camino Real
Oceanside, CA 92054-
760-722-5323
Manager: Matt Sutton

247 Family Christian Stores - 2247
639 Broadway
Chula Vista, CA 91910-
619-425-4223
Manager: Alejandri Romero

248 Family Christian Stores - 2248
3231 Sports Arena, Suites 4&5
San Diego, CA 92110-
619-224-2863
Manager: Matt Sutton

249 Family Christian Stores - 2249
225 Town Center Parkway
Santee, CA 92071-
619-449-4311
Manager: Francee Carroll

250 Family Christian Stores - 2250
2285 Browns Bridge Road
Gainesville, GA 30501-
770-532-8164
Manager: Judy Bonczek

251 Family Christian Stores - 2251
184 Allendale Drive
Forest City, NC 28043-
828-245-6907
Manager: Patty Hollar

252 Family Christian Stores - 2252
110 Church Street
Vidalia, GA 30475-
912-537-4254
Manager: Conway Jones

253 Family Christian Stores - 2253
San Juan Plaza
3030 E Main Suite G-1
Farmington, NM 87402-
505-325-8711
Manager: Chris Killifer

254 Family Christian Stores - 2254
4351 24th Ave Suite 5
Fort Gratiot, MI 48059-
810-385-6930
Manager: Sandra White

255 Family Christian Stores - 2255
102 N Montezuma
Prescott, AZ 86301-
520-455-2355
Manager: Kim Roybal

256 Family Christian Stores - 2256
307 West Highway 131
Clarksville, IN 47129-
812-945-0015
Manager: Kevin Moore

257 Family Christian Stores - 2257
Pompano Marketplace
1161 S Federal Hwy
Pompano Beach, FL 33060-
954-784-8688
Manager: Sherman Casebolt

258 Family Christian Stores - 2258
Minges Brook Mall
5700 Beckley Rd Suite B-2
Battle Creek, MI 49015-
616-979-8020
Manager: Jack Childs

259 Family Christian Stores - 2259
3063 Dauphin St
Mobile, AL 36608-
334-479-8561
Manager: Bonnie Schneider

260 Family Christian Stores - 2260
22291 Eureka Rd
Taylor, MI 48180-
734-287-6600
Manager: Nancy Lancaster

261 Family Christian Stores - 2261
44720 Ford Rd
Canton, MI 48187-
734-453-9400
Manager: Kevin Traub

262 Family Christian Stores - 2262
1000 Melody Lane #109
Roseville, CA 95678-
916-784-7854
Manager: Shawn Hitchcock

263 Family Christian Stores - 2263
100 Burt Street #G OR
2790 Santa Rosa Ave
Santa Rosa, CA 95407-
707-546-1180
Manager: Aaron Mann

264 Family Christian Stores - 2264
2540 Esplanade #3
Chico, CA 95973-
530-894-1650
Manager: Jude Chauvin

265 Family Christian Stores - 2265
317 Parker St
Vacaville, CA 95688-
707-448-9700
Manager: Tina Bolser

266 Family Christian Stores - 2266
Perimeter Expo Mall
1131 Hammond Dr
Atlanta, GA 30348-
770-522-8808
Manager: Tim Rook

267 Family Christian Stores - 2267
3701 S Main
Elkhart, IN 46517-
219-875-6521
Manager: Carol Kolb

268 Family Christian Stores - 2268
911 West McKinley
Mishawaka, IN 46545-
219-259-5288
Manager: Dan Burkey

269 Family Christian Stores - 2269
3435 Freedom Dr
Springfield, IL 62704-
217-793-2085
Manager: Ron Ayers

270 Family Christian Stores - 2270
6008 Market St
Youngstown, OH 44512-
330-965-7343
Bargain Store

271 Family Christian Stores - 2271
947-A East McNab Rd
Pompano Beach, FL 33060-
954-784-4947
Bargain Store

272 Family Christian Stores - 2272
Kmart Plaza East Shop Cntr #2
166 Collins Rd NE
Cedar Rapids, IA 52402-
319-377-3785
Manager: Jeff Leggett

273 Family Christian Stores - 2273
8518 E 71st Street Ste D
Tulsa, OK 74133-
918-294-1830
Manager: Dennis Forbis

274 Family Christian Stores - 2274
747 Jamacha Rd
El Cajon, CA 92019-
619-579-3230
Manager: Rikki Donahue

275 Family Christian Stores - 2275
3634 Bel-Aire Plaza
Napa, CA 94558-
707-226-8365
Manager: Rachel Scoggan

276 Family Christian Stores - 2276
691 E Bidwell St
Folsom, CA 95630-
916-984-0703
Manager: Phil Hutton

277 Family Christian Stores - 2277
1558 Riverstone Parkway Ste 140
Canton, GA 30114-
770-479-5005
Manager: Jack Russell

278 Family Christian Stores - 2278
9740 Main St
Woodstock, GA 30188-
770-928-4700
Manager: Bill Kinard

279 Family Christian Stores - 2279
6730 Odana Rd
Madison, WI 53719-
608-833-0777
Manager: Eric Munson

280 Family Christian Stores - 2280
119 Pavillion Pkwy Ste B
Fayetteville, GA 30214-
Manager: Corinna Barbee

281 Family Christian Stores - 2281
2034 E Ridgeway Ave
Waterloo, IA 50702-
319-235-2105
Manager: Kevin Briden

282 Family Christian Stores - 2282
4745 N Congress Ave
Lantana, FL 33462-
561-439-3059
Manager: Brett McMurray

283 Family Christian Stores - 2283
2000 N Main St
Anderson, SC 29621-
864-226-2721
Manager: Jeff Peak

284 Family Christian Stores - 2284
225 Applewood Center Place
Seneca, SC 29678-
864-882-1070
Manager: Teresa Crawford

289 Family Christian Stores - 2289
12600 Memorial Drive
Houston, TX 77024-
713-467-5332
Open Date: 3/15/99
Manager: Hector Westry

291 Family Christian Stores - 2291
25075 Peachland Ave
Newhall, CA 91321-
805-259-5341
Open Date: 3/22/99

3/12/99

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TRADEMARK
REEL: 002959 FRAME: 0656

292 Family Christian Stores - 2292
4301 W Williamsburg Blvd
Muncie, IN 47304-
765-282-1094
Open Date: 3/29/99

293 Family Christian Stores - 2293
4295 Tamiami Trail North
Park Shore Plaza
Naples, FL 34103-
941-261-4637
Manager: Gary Fields

295 Family Christian Stores - 2295
1766 E Charleston
Las Vegas, NV 89104-
702-382-7889
Manager: Jamie Talley

296 Family Christian Stores - 2296
Green Valley
643 Stephanie
Henderson, NV 89014-
702-434-4020

297 Family Christian Stores - 2297
5250 Philadelphia St Ste N
Chino, CA 91710-
909-902-9226
Open Date: 3/23/99

298 Family Christian Stores - 2298
3432 Church St
Stevens Point, WI 54481-
715-345-9550
Manager: Jordon Hoffman

299 Family Christian Stores - 2299
Towne Square Mall
5000 Frederica St Ste 1
Owensboro, KY 42301-
502-686-7956
Manager: Gary Laughrey

300 Family Christian Stores - 2300
527 North Chelton
Colorado Springs, CO 80909-
719-597-4151
Manager: Tammy Horvath

301 Family Christian Stores - 2301
904 Melbourne Rd
Hurst, TX 76053-
817-589-2596
Manager: James Peterson

302 Family Christian Stores - 2302
6801 Green Oaks Rd
Fort Worth, TX 76116-
817-731-4712
Manager: Joe Peters

303 Family Christian Stores - 2303
14902 Preston Rd #700
Dallas, TX 75240-
972-458-8723
Manager: Jason Neeley

305 Family Christian Stores - 2305
3501 Towne Crossing #205
Mesquite, TX 75150-
972-270-0981
Manager: Dean Rossander

306 Family Christian Stores - 2306
6333 E Mockingbird #125
Dallas, TX 75214-
214-826-6370
Manager: Ryan Garrison

307 Family Christian Stores - 2307
CLOSED 1/29/99

308 Family Christian Stores - 2308
3505 Gwinnett Place Dr #101
Duluth, GA 30096-
770-476-0830
Manager: Mike Spurlock

309 Family Christian Stores - 2309
13706 N Pennsylvania
Oklahoma City, OK 73134-
405-752-7978
Manager: Kerri McDonald

310 Family Christian Stores - 2310
3311 W Airport Freeway
Irving, TX 75062-
972-252-1833
Manager: Kent Brafford

311 Family Christian Stores - 2311
1377 Morrow Ind Blvd #103
Morrow, GA 30260-
770-961-1206
Bargain Store
Manager: Dennis Loggins

312 Family Christian Stores - 2312
18503 Hawthorne Blvd
Torrance, CA 90504-
310-793-1131
Manager: Tom Wolfe

313 Family Christian Stores - 2313
11451 Jefferson Blvd
Culver City, CA 90230-
310-390-7643
Manager: Matt Newhouse

315 Family Christian Stores - 2315
440 E W Barrett Pkwy NW #17
Kennesaw, GA 30144-
770-425-5030
Manager: Nancy Dayton

316 Family Christian Stores - 2316
900 E Copeland Rd #140
Arlington, TX 76011-
817-548-8877
Manager: Tiffany Chandler

317 Family Christian Stores - 2317
5963 Steward Pkwy
Douglasville, GA 30135-
770-942-5286
Manager: Nathan Wood

318 Family Christian Stores - 2318
4140 South Cooper
Arlington, TX 76015-
817-485-1264
Manager: Bill Flandermeyer

319 Family Christian Stores - 2319
4922 Overton Ridge Blvd
Fort Worth, TX 76132-
817-348-4369
Manager: David Meador

320 Family Christian Stores - 2320
2215 S Loop 288 #322
Denton, TX 76205-
940-484-7059
Manager: Greg Hobgood

321 Family Christian Stores - 2321
4343 W Camp Wisdom #192
Dallas, TX 75237-
972-709-7085
Manager: Chris Loury

322 Family Christian Stores - 2322
270 Cobb Pkwy South #A-2
Marietta, GA 30062-
770-429-8283
Manager: Greg Davis

323 Family Christian Stores - 2323
801 W Plano Pkwy #153
Plano, TX 75075-
972-423-9568
Manager: Joey McBride

325 Family Christian Stores - 2325
1801 E Centex Expwy #1
Killeen, TX 76543-
817-890-8680
Bargain Store
Manager: Gavin Masumoto

327 Family Christian Stores - 2327
3010 West Anderson Lane #H
Austin, TX 78757-
512-451-7521
Manager: Scott Bolticoff

328 Family Christian Stores - 2328
4038 S Lamar Blvd #100
Austin, TX 78704-
512-443-3797
Manager: Kathi Davis

329 Family Christian Stores - 2329
410 N Valley Mills Rd
Waco, TX 76710-
254-772-3012
Manager: Larry Crouch

330 Family Christian Stores - 2330
1335 East-West Connector #A4
Austell, GA 30108-
770-948-6130
Manager: Mark Barefield

331 Family Christian Stores - 2331
3226 S Clack Frwy #E
Abilene, TX 79606-
915-695-1457
Manager: Anita Jones

332 Family Christian Stores - 2332
4116 Sunset Dr
San Angelo, TX 76904-
915-942-8525
Manager: Ronnie Vantine

336 Family Christian Stores - 2336
1932 N Grand
Sherman, TX 75090-
903-893-7310
Manager: Sandy Bailey

338 Family Christian Stores - 2338
9233 Parkway East
Birmingham, AL 35208-
205-833-3410
Manager: Eric Dennison

340 Family Christian Stores - 2340
7200 Shallowford Rd #111
Chattanooga, TN 37421-
423-894-5320
Manager: Rick Hardin

341 Family Christian Stores - 2341
13048 Harbor Blvd
Garden Grove, CA 92643-
714-638-9893
Manager: Mike Back

342 Family Christian Stores - 2342
12544 Westheimer
Houston, TX 77077-
281-589-9508
Manager: James Rohan

345 Family Christian Stores - 2345
1020 West Nasard 1 #204
Webster, TX 77598-
281-332-8984
Manager: Carlos Hinojosa

346 Family Christian Stores - 2346
2950 Johnson Dr #105
Ventura, CA 93003-
805-650-6394
Manager: Christy Dominguez

349 Family Christian Stores - 2349
15327 Southwest Frwy
Sugar Land, TX 77478-
281-565-2100
Manager: Charles Skaggs

350 Family Christian Stores - 2350
7360 Two Notch Rd
Columbia, SC 29223-
803-699-0126
Bargain Store
Manager: Matt Daugherty

351 Family Christian Stores - 2351
2840 Brea Blvd
Fullerton, CA 92835-
714-990-9466
Manager: Ken Stolley

356 Family Christian Stores - 2356
3139 S Broadway
Englewood, CO 80110-
303-761-2743
Manager: Kevin Anisimow

357 Family Christian Stores - 2357
CLOSED 1/23/99

359 Family Christian Stores - 2359
10259 N Washington
Thornton, CO 80229-
303-252-0947
Manager: Camie Wilson

360 Family Christian Stores - 2360
19727 Highway 59
Humble, TX 77336-
281-446-7722
Manager: Billy Fuller

363 Family Christian Stores - 2363
577 South Mason Rd
Katy, TX 77450-
281-578-8644
Manager: Martha Horner

364 Family Christian Stores - 2364
1060 East Los Angeles Ave #B
Simi Valley, CA 93065-
805-579-9590
Manager: Ginnie Poppenger

366 Family Christian Stores - 2366
25714 US Hwy 19 North
Clearwater, FL 33763-
727-726-7335
Manager: Matt Boggs

367 Family Christian Stores - 2367
10705 Colfax Ave #C-2
Lakewood, CO 80215-
303-232-1720
Manager: Diane Dingwall

368 Family Christian Stores - 2368
10 Blanding Blvd #B
Orange Park, FL 32073-
904-272-0201
Manager: Jim Beaver

369 Family Christian Stores - 2369
945 W Valley Pkwy #C
Escondido, CA 92025-
760-737-0225
Manager: Linda Hoffman

372 Family Christian Stores - 2372
6920 N Academy Blvd#2-E
Colorado Springs, CO 80918-
719-594-5658
Bargain Store
Manager: Jim Singletary

3/12/99

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TRADEMARK
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- 373 Family Christian Stores - 2373
2426 West Brandon Blvd
Brandon, FL 33511-
813-651-5700
Manager: Allen Wagner
- 374 Family Christian Stores - 2374
CLOSED 1/23/99
- 375 Family Christian Stores - 2375
73405 Hwy 111-4c
Palm Desert, CA 92260-
760-776-4588
Manager: Martin Singer
- 376 Family Christian Stores - 2376
3547 W Thunderbird
Phoenix, AZ 85023-
602-439-1699
Manager: Bradley Gordon
- 379 Family Christian Stores - 2379
101 W Broad St
Falls Church, VA 22046-
703-536-1991
Manager: Jennifer Oldham
- 383 Family Christian Stores - 2383
9661 Audelia Suite 327
Dallas, TX 75238-
214-553-9898
Open Date: 3/22/99
- 850 Family Christian Stores - 8850
Promiseland Church
1504 51st Street
Austin, TX 78723-
512-458-4582
Church Store
Manager: Angela Doolittle

3/12/99

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TOTAL P.25

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TRADEMARK
REEL: 002959 FRAME: 0661

Pledgor's Name and Tradenames

Legal Name

Family Christian Stores, Inc.

Names and Tradenames

1. Family Bookstores Company, Inc.
2. Family Christian Stores, Inc.
3. Family Bookstores
4. Family Christian Stores
5. Family Choice Products
6. Family Christian Press
7. Family Perks
8. Pastor's Perks
9. Joshua's Christian Stores
10. Lord's Vineyard
11. Christian Armory, Inc.
12. Carpenter Shop Christian Bookstore Inc.
13. The Living Vine
14. Morgan's Family Bookstores
15. Zondervan Family Bookstores
16. Z Family Bookstores
17. Inspirations
18. Family Christian Stores Outlet
19. In connection with the acquisition of various retail store locations, the Borrower has acquired certain rights to use the business names of these stores. However, the Borrower does not currently conduct business under any such names except as listed in items 1-14, 17 and 18 of this Schedule.
20. See attached.

FAMILY

CHRISTIAN STORES

where values matter

Craig G. Wassenaar
Senior Vice President and
Chief Financial Officer

5300 Patterson SE • Grand Rapids, Michigan 49530 • 616/554-8700 • Fax 616/554-8608

To: Mr. Jeffrey A. Henson
Robinson, Bradshaw & Hinshaw, P.A.

cc: Heath Fear & Maureen Sweeney
Kirkland & Ellis

From: Craig Wassenaar

Date: March 10, 1999

Re: Predecessor Legal Names

In response to your letter dated March 10, 1999, requesting that we provide you with predecessor legal names for entities that may have owned or leased stores that were subsequently acquired by our Company.

We have attached a spreadsheet listing the legal names for all stores which we have acquired since March 19, 1994. In cases where the seller was an individual or a partnership, we also included a trade name in case you needed that information. Also, please note the following:

- We are assuming that your search will include the legal names *Family Christian Stores, Inc.*, *Family Bookstores Company, Inc.*, and *The Zondervan Corporation*. You will probably want to cover all 37 states in which we operate in doing the search for these names.
- We purchased certain assets of *The Zondervan Corporation* on November 1, 1994. At that time we operated 148 stores located in 28 states. The attached schedule includes 15 stores that had been acquired by Zondervan between March 19 and November 1, 1994.
- On June 1, 1998, we acquired 56 stores located in 10 states and operated as *Joshua's Christian Stores*. This was an asset purchase from *The Development Association, Inc.*, a Delaware Corporation and a wholly-owned subsidiary of *Tandycrafts, Inc.*, a Texas Corporation. At the time of that transaction we did searches under the three names listed above, as well as the names *The Lord's Vineyard* (Colorado only) and *The Mustard Seed* (Colorado only). For the three primary names/legal entities, we did local searches and states searches. The states were Alabama, Arizona, California, Colorado, Florida, Georgia, Oklahoma, South Carolina, Tennessee, and Texas. In addition to our search, we obtained reps in the asset purchase agreement as to the assets acquired bring free from liens.

Hopefully this is responsive to your request. If you have further questions, please call me at 616/554-8609.

03/10/99 WED 19:28 [TX/RX NO 9462] 001

TRADEMARK
REEL: 002959 FRAME: 0663

SELLING ENTITIES - FAMILY ACQUISITIONS - FROM 3/1994 - 3/1999			ACQSELL.XLS\LEASCOM\TEAMSHAR
Store #(s)	Selling Entity	DBA (for Sole Proprietorships/Partnerships)	State
67	Richard Farland and Karen Farland, individually and collectively	Mountain Top Christian Bookstore	NC
136/182/183	Bible Book Store, Inc.	N/A	FL
46	Bible Center, Inc., a Florida corporation	N/A	FL
76	Westview Alliance Church of the Christian and Missionary Alliance, Inc.	N/A	IN
106	The Sparrow Christian Books & Gifts, Inc.	N/A	WA
108 & 110	Morgans Bible & Music Center, Inc. and Morgan's Bible & Music Center, Inc., collectively	N/A	WA
184 thru 188	Mt. Baker Trading Co., Inc., a Washington corporation	N/A	WA
189	The Living Vine, Inc., a Texas corporation	N/A	TX
21 & 22	Christian Supply Stores of Idaho, Inc., an Idaho corporation	N/A	ID
81 & 83	Good News, Inc., a Washington corporation	N/A	WA
12	Morning Star Bible Bookstore, Inc., a Pennsylvania corporation	N/A	PA
135	Samuel S. Colmery and Charlotte H. Colmery, individually and collectively	Best Christian Center	OH
191	John H. Walker, d/b/a Harvest House Bible & Gift	Harvest House Bible & Gift	VA
192	James G. Reimann and Pamela B. Reimann, individually and collectively	The Christian Armory	GA
195	The Password, Inc., a Pennsylvania corporation	N/A	PA
196	Terry Parrish and Sandra Parrish, individually and collectively	Heaven's Treasures	AR
193 & 194	William C. Stralford, sole proprietor	Christ's Corner	IN
201 & 202	Lantern Book & Bible House, Inc., a Michigan corporation	N/A	MI
203	Christian General Store, Inc., a Texas corporation	N/A	TX
197 thru 199	Religious Book & Supply Center, Inc., a Florida corporation	N/A	FL
204	New Pathways Books & Gifts, Inc., a Louisiana corporation	N/A	LA
159	Bible Book Center, Inc., an Illinois corporation	N/A	IL
205	Charles Brown and Cherry Brown, individually and collectively	Cherry's Christian Bookstore	TX
207	Bible Bookshelf, Inc., a South Carolina corporation	N/A	NC
210	The Amory, Inc., a Nevada corporation	N/A	NV
206	Klynn L. Cole, sole proprietor	Rainbow Christian Supply	MT
209	Floy R. Johnson, Sr. and Patricia Griffin Johnson, individually and collectively	The Carpenter's Shop	NC
212	Kennedy F. Brown Family Trust, a Florida Trust	Mission Possible Bookstore	FL
211	Larry K. Scoggin and Carolyn S. Scoggin, individually and collectively	The Lighthouse	TX
213	Jack Walker and Joyce Walker, individually and collectively	Feed My Sheep	AR
208	Noah's Ark, Inc., an Arkansas corporation	N/A	AR
220	At the Well Christian Gift & Book Shop, a Missouri co-partnership	At the Well Christian Gift & Book Shop	MO
221	Warner Press, Inc., an Indiana not-for-profit corporation	N/A	IN
214	Bible Book Shop, a Ministry of The Moody Bible Institute of Chicago, Inc. a West Virginia corporation	N/A	WV
216 & 217	Melvin L. Shy and Dorothy A. Shy, individually, d/b/a Sign of the Fish	Sign of the Fish	CA
218	Ark Family Books & Gifts, Inc., a Texas corporation	N/A	TX
219	Dekem Enterprises, Inc., an Oregon corporation, d/b/a The Lighthouse Christian Book & Gift	N/A	OR
215	Living Word, Inc., a Texas corporation	N/A	TX
222 & 223	Victor P. Smith Oil Products, a Mississippi corporation	Maranatha Christian Bookstore	MS
225	Christian Book Haus, Inc., a Washington corporation	N/A	WA
226	Light of Life, Inc., a Montana corporation	N/A	MT
224	Marcel J. Schiro and Cynthia D. Schiro, d/b/a The Potter's House	The Potter's House	CA
227 & 228	Calitas, Inc., an Ohio corporation, d/b/a YES Christian Superstore	N/A	OH
229	Living Word Enterprises, Inc., a Texas corporation	N/A	TX
234	Jon Terry and Ted Terry, a Texas co-partnership	The Promise Christian Store	TX
233	Deeper Life, Inc., a New Jersey corporation	N/A	NJ
240	Edward L. Forehand, an individual with his place of business in Dothan, AL	Gospel World Christian Supply	AL

241	Haynes Better Books, Inc., a Florida corporation	N/A	FL
242	United In Spirit, Inc., a Florida corporation	N/A	FL
244 thru 249	Foothills Bible Bookstore, Inc., a California corporation	N/A	CA
243	Sonshine Shop, Inc., a North Dakota corporation	N/A	ND
250	Celebration Christian Bookstore, Inc., a Georgia corporation	N/A	GA
252	Cross References, Inc., a Georgia corporation	N/A	GA
251	The Mail Bookstore, Inc., a North Carolina corporation	N/A	NC
258, 267 thru 269	Missionary Church, Inc., an Indiana not-for-profit corporation, d/b/a Bethel Publishing Company	N/A	IN
255	Christian Corner, Inc., an Arizona corporation	N/A	AZ
254	Blue Water Bible Book & Gift Store, Inc., a Michigan corporation	N/A	MI
260 & 261	Howard's Christian Bookstores, Inc., d/b/a Agepe Bookseller, a Michigan corporation	N/A	MI
300 thru 376	See searches that were done at the time of the acquisition transaction	N/A	TX
253	David E. Hedlund and Janice L. Hedlund, individually, d/b/a Glory Bel Christian Books & Gifts	Glory Bel Christian Books & Gifts	NM
256	Christians Bookshelf, Inc., an Indiana corporation	N/A	IN
257	New Beginnings in Christ, Inc., an Indiana corporation	N/A	IN
259	Downey's Book & Gift, Inc., an Alabama corporation	N/A	AL
265	William E. House and Dalea E. House, Individuals d/b/a Good News Christian Book Center	Good News Christian Book Center	CA
272, 281 & 282	Northwestern Products, Inc., a Minnesota corporation	N/A	MN
262 thru 284	Christian Music/Video Center, Inc., a California corporation	N/A	CA
274	Guthy Card, individually, d/b/a Harvest Christian Store	Harvest Christian Store	CA
277 & 278	New Song, Inc. and A Closer Walk, Inc., Georgia corporations, individually and collectively	N/A	GA
279	The Bread Shop, LTD, a Wisconsin Subchapter S corporation	N/A	WI
298	Inspirations, Inc., a Wisconsin corporation	N/A	WI
293	Vineyard Bookstore, Inc., a Florida corporation	N/A	FL
283 & 284	Louis Thomas, Individually	Thomas Book Store	SC
379	Laura Gerlach, individually, d/b/a The Gathering Place Books & Coffee	The Gathering Place Books & Coffee	VA
295 & 296	AGC, Inc., a Nevada corporation	N/A	NV
289	Logos Book Store, Inc., a Texas corporation	N/A	TX

TOTAL P.03

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TRADEMARK
REEL: 002959 FRAME: 0665

STORE #**NAME AS OF 3/24/99**

**BOLD ENTRIES INDICATE STORES TO BE CHANGED
TO FAMILY CHRISTIAN STORES IN FIRST QUARTER OF F00**

12	Family Bookstores
13	Family Bookstores
14	Family Bookstores
15	Family Bookstores
16	Family Bookstores
17	Family Christian Stores
18	Family Christian Stores
19	Family Bookstores
21	Family Bookstores
22	Inspirations
25	Family Bookstores
26	Family Bookstores
27	Family Bookstores
28	Family Christian Stores
30	Family Bookstores
31	Family Bookstores
32	Family Bookstores
33	Family Bookstores
34	Family Christian Stores
35	Family Christian Stores
37	Zondervan Family Bookstores
38	Family Bookstores
39	Family Bookstores
40	Family Christian Stores
41	Family Bookstores
42	Family Christian Stores
43	Family Bookstores
44	Family Christian Stores
45	Family Bookstores
46	Family Bookstores
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100	Family Christian Stores
101	Family Christian Stores
102	Family Bookstores
103	Family Bookstores
104	Family Bookstores
105	Family Christian Stores
106	Family Bookstores
107	Family Christian Stores
108	Morgan's Family Bookstore
110	Morgan's Family Bookstore
111	Family Bookstores
112	Family Bookstores
114	Family Bookstores
115	Family Bookstores
116	Family Christian Stores
118	Family Christian Stores
120	Family Christian Stores
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145	Family Bookstores
146	Family Bookstores
147	Family Bookstores
148	Family Bookstores
149	Family Bookstores
150	Family Bookstores
153	Family Bookstores
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159	Family Bookstores
160	Family Christian Stores
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180	Family Bookstores
181	Family Bookstores
182	Family Bookstores
183	Family Bookstores
184	Family Bookstores
185	Family Christian Stores
188	Family Bookstores
189	The Living Vine
191	Family Bookstores
192	Family Christian Stores
193	Family Bookstores
194	Family Christian Stores
195	Family Bookstores
196	Family Bookstores
197	Family Christian Stores
198	Family Bookstores

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210	Family Bookstores
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217	Family Christian Stores
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227	Family Christian Stores
228	Family Christian Stores
229	Family Christian Stores
230	Family Christian Stores
231	Family Christian Stores
232	Family Christian Stores
233	Family Christian Stores
234	Family Christian Stores
235	Family Christian Stores
236	Family Christian Stores
237	Family Christian Stores Outlet
238	Family Christian Stores
239	Family Christian Stores Outlet
240	Family Christian Stores
241	Family Christian Stores
242	Family Christian Stores
243	Family Christian Stores
244	Family Christian Stores
245	Family Christian Stores
246	Family Christian Stores
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256	Family Christian Stores

257	Family Christian Stores
258	Family Christian Stores
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261	Family Christian Stores
262	Family Christian Stores
263	Family Christian Stores
264	Family Christian Stores
265	Family Christian Stores
266	Family Christian Stores
267	Family Christian Stores
268	Family Christian Stores
269	Family Christian Stores
270	Family Christian Stores
271	Family Christian Stores Outlet
272	Family Christian Stores
273	Family Christian Stores
274	Family Christian Stores
275	Family Christian Stores
276	Family Christian Stores
277	Family Christian Stores
278	Family Christian Stores
279	Family Christian Stores
280	Family Christian Stores
281	Family Christian Stores
282	Family Christian Stores
283	Family Christian Stores
284	Family Christian Stores
289	Family Christian Stores
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293	Family Christian Stores
295	Family Christian Stores
296	Family Christian Stores
298	Family Christian Stores
299	Family Christian Stores
300	Family Christian Stores
301	Family Christian Stores
302	Family Christian Stores
303	Family Christian Stores
305	Family Christian Stores
306	Family Christian Stores
307	Family Christian Stores
308	Family Christian Stores
309	Family Christian Stores
310	Family Christian Stores
311	Joshua's Christian Stores
312	Family Christian Stores
313	Family Christian Stores
315	Family Christian Stores
316	Family Christian Stores
317	Family Christian Stores
318	Family Christian Stores
319	Family Christian Stores
320	Family Christian Stores
321	Family Christian Stores
322	Family Christian Stores

323	Family Christian Stores
325	Joshua's Christian Stores
327	Family Christian Stores
328	Family Christian Stores
329	Joshua's Christian Stores
330	Family Christian Stores
331	Family Christian Stores
332	Family Christian Stores
336	Family Christian Stores
338	Family Christian Stores
340	Family Christian Stores
342	Joshua's Christian Stores
345	Family Christian Stores
346	Joshua's Christian Stores
349	Family Christian Stores
350	Joshua's Christian Stores
351	Family Christian Stores
355	Joshua's Christian Stores
356	Family Christian Stores
357	Family Christian Stores
359	Family Christian Stores
360	Family Christian Stores
363	Family Christian Stores
364	Family Christian Stores
366	Family Christian Stores
367	Family Christian Stores
368	Family Christian Stores
369	Family Christian Stores
372	Joshua's Christian Stores
373	Family Christian Stores
374	Family Christian Stores
375	Family Christian Stores
376	Family Christian Stores
379	Family Christian Stores
383	Family Christian Stores
850	Family Christian Stores

Copyrights and Copyright Applications

None.

Patents and Patent Applications

None.

Trademarks and Trademark Applications

See attached.

TRADEMARKS/SERVICE MARKS IN THE NAME OF

RECEIVED 2/11/99

Client: Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
FAMILY BOOKSTORIES	Canada	3/ 9/1995 777415	9/27/1996 463773	Registered	42	Retail store services in the field of religious and inspirational merchandise, including books, gifts, arts and crafts, printed music, audio and video tapes, sound recordings, greeting cards, stationary, and church supplies.	49158.30766-002
FAMILY BOOKSTORIES	United States	4/ 3/1986 591356	3/17/1987 1433364	Registered	42	RETAIL STORE SERVICES IN THE FIELD OF RELIGIOUS AND INSPIRATIONAL MERCHANDISE, INCLUDING BOOKS, GIFTS, ARTS AND CRAFTS, PRINTED MUSIC, AUDIO AND VIDEO TAPES, SOUND RECORDINGS, GREETING CARDS, STATIONARY, AND CHURCH SUPPLIES	49158.30766-001
FAMILY CHOICE PRODUCTS	United States	8/10/1992 74/302356	6/ 7/1994 1839088	Registered	42	Retail store services in the field of religious and inspirational merchandise, namely, gifts, toys, games, ornaments, figurines, plaques, dishware and arts and crafts.	49158.41575-001
FAMILY CHRISTIAN PRESS	United States	8/ 1/1997 75/334827		Pending	9, 16	Audio cassette tapes and CDs featuring pre-recorded music, books on tapes and stories. Books, namely, bible references, christian living, fiction and music sheets and song books.	49158.60306-001

TRADEMARK

REEL: 002959 FRAME: 0675

TRADEMARKS/SERVICE MARKS IN THE NAME OF

Client Family Christian Stores, Inc.

Mark	Country	App. Dt App. #	Reg. Dt Reg. #	Status	Classes	Goods/Services	File No.
FAMILY CHRISTIAN STORES	United States	3/3/1997 75/250655	12/29/1998 2213785	Registered	35	Retail store services in the field of religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.	49158.51024-1
FAMILY PERKS	United States	3/2/1995 74/641334	1/23/1996 1951280	Registered	42	Retail store services at discounted pricing in the field of religious and inspirational products.	49158.51024-1
JOSHUA'S CHRISTIAN STORES	United States	10/17/1994 74/586559	1/30/1996 1952679	Registered	42	Retail-store services and mail-order services in the field of religious books, prerecorded music, prerecorded audio and video tapes and gifts, in class 42.	49158.64294-001
JOSHUA'S CHRISTIAN STORES (& DESIGN)	United States	4/29/1988 73/725286	3/21/1989 1531397	Registered	42	Retail and mail order store services in the field of religious books, tapes, music, gifts and the like, in class 42.	49158.64293-001
LORDS VINEYARD	United States	10/17/1994 74/586557	9/12/1995 1918618	Registered	42	Retail store services featuring religious books, prerecorded music, cards, and gifts, in class 42.	49158.64472-001
PASTOR'S PERKS	United States	3/6/1995 74/642872	1/16/1996 1949128	Registered	42	Retail store services at discounted pricing in the field of religious and inspirational products.	49158.51025-1

TRADEMARK

Domain Names

See attached.

**Family Christian Stores, Inc.
Domain Names**

Domain Name	Date Requested	Date Confirmed	NIC Number	Ending Date
familychristian.com				
familybookstores.com				
familybookstores.net	8/25/98	8/25/98	NIC-980825.27010	8/25/00
familybookstores.org	8/25/98	8/25/98	NIC-980825.27180	8/25/00
familychristian.net	8/25/98	8/25/98	NIC-980825.27208	8/25/00
familychristian.org	8/25/98	8/25/98	NIC-980825.27096	8/25/00
perks.org	8/26/98	8/26/98	NIC-980826.24621	8/25/00
familyperks.net	8/26/98	8/26/98	NIC-980826.26199	8/26/00
familyperks.org	8/26/98	8/26/98	NIC-980826.26209	8/26/00
family-perks.com	8/26/98	8/26/98	NIC-980826.26197	8/26/00
family-perks.net	8/26/98	8/26/98	NIC-980826.26223	8/26/00
pastorperks.com	8/26/98	8/26/98	NIC-980826.26219	8/26/00
pastorperks.net	8/26/98	8/26/98	NIC-980826.26207	8/26/00
pastor-perks.com	8/26/98	8/26/98	NIC-980826.26185	8/26/00
pastor-perks.net	8/26/98	8/26/98	NIC-980826.26193	8/26/00
church-supplies.net	8/26/98	8/26/98	NIC-980826.26253	8/26/00
familychristianstores.com	8/26/98			8/26/00
familychristianstores.net	8/26/98	8/26/98	NIC-980826.26302	8/26/00
familychristianstore.com	8/26/98	8/26/98	NIC-980826.26300	8/26/00
familychristianstore.net	8/26/98	8/26/98	NIC-980826.26298	8/26/00
ministrybuilders.com	8/26/98	8/26/98	NIC-980826.26341	8/26/00
ministrybuilders.net	8/26/98	8/26/98	NIC-980826.26351	8/26/00
ministry-builders.com	8/26/98	8/26/98	NIC-980826.26381	8/26/00
ministry-builders.net	8/26/98	8/26/98	NIC-980826.26434	8/26/00
christianhomeschool.com	8/26/98	8/26/98	NIC-980826.30168	8/26/00
christianhomeschool.net	8/26/98	8/26/98	NIC-980826.30421	8/26/00
christianhomeschooler.com	8/26/98	8/26/98	NIC-980826.30327	8/26/00
christianhomeschooler.net	8/26/98	8/26/98	NIC-980826.30370	8/26/00
christianhomeschooling.com	8/26/98	8/26/98	NIC-980826.34684	8/26/00
christianhomeschooling.net	8/26/98	8/26/98	NIC-980826.30954	8/26/00

Copyrights and Copyright Applications

None.

PLEDGE AMENDMENT

THIS PLEDGE AMENDMENT, dated as of _____, _____, is delivered by [NAME OF PLEDGOR] (the "Pledgor") pursuant to **Section 5.1** of the Security Agreement referred to hereinbelow. The Pledgor hereby agrees that this Pledge Amendment may be attached to the Pledge and Security Agreement, dated as of March 24, 1999, made by the Pledgor and certain other pledgors named therein in favor of First Union National Bank, as Administrative Agent (as amended, modified or supplemented from time to time, the "Security Agreement," capitalized terms defined therein being used herein as therein defined), and that the Equity Interests listed on Annex A to this Pledge Amendment shall be deemed to be part of the Equity Interests within the meaning of the Security Agreement and shall become part of the Collateral and shall secure all of the Secured Obligations as provided in the Security Agreement. This Pledge Amendment and its attachments are hereby incorporated into the Security Agreement and made a part thereof.

[NAME OF PLEDGOR]

By: _____

Title: _____

Annex A

Equity Interests

<u>Name of Issuer</u>	<u>Type of Interests</u>	<u>Certificate Number</u>	<u>No. of shares (if applicable)</u>	<u>Percentage of Outstanding Interests in Issuer</u>
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GRANT OF SECURITY INTEREST IN COPYRIGHTS

WHEREAS, [NAME OF PLEDGOR] (the "Pledgor") is the owner of the copyrights listed on Schedule A attached hereto, which copyrights are registered or have pending registrations in the United States Copyright Office as set forth on Schedule A attached hereto (all such copyrights, registrations and applications, collectively, the "Copyrights"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of March __, 1999, in which the Pledgor has agreed with First Union National Bank, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139, to execute this Grant of Security Interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Copyrights, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Copyrights. This Grant of Security Interest has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Grant of Security Interest are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[NAME OF PLEDGOR]

By: _____

Title: _____

COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Pledgor</u>	<u>Application or Registration No.</u>	<u>County</u>	<u>Issue or Filing Date</u>
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GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

WHEREAS, [NAME OF PLEDGOR] (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of March __, 1999, in which the Pledgor has agreed with First Union National Bank, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Grant of Security Interest has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Grant of Security Interest are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[NAME OF PLEDGOR]

By: _____

Title: _____

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
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PATENTS AND PATENT APPLICATIONS

<u>Pledgor</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Inventor</u>	<u>Issue or Filing Date</u>
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FORM OF PLEDGE AND SECURITY ACCESSION

THIS PLEDGE AND SECURITY ACCESSION (this "Accession"), dated as of _____, _____, is executed and delivered by _____, a _____ corporation (the "Company"), in favor of First Union National Bank, in its capacity as administrative agent under the Credit Agreement referred to hereinbelow (in such capacity, the "Administrative Agent"), pursuant to the Pledge and Security Agreement referred to hereinbelow.

Reference is made to the Credit Agreement, dated as of March 24, 1999, among Family Christian Stores, Inc. (the "Borrower"), the Lenders party thereto, the Administrative Agent, BankBoston, N.A. as Syndication Agent and Heller Financial, Inc., as Documentation Agent (as amended, modified or supplemented from time to time, the "Credit Agreement"). In connection with and as a condition to the initial and continued extensions of credit under the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered (i) a Subsidiary Guaranty, dated as of _____, _____ (as amended, modified or supplemented from time to time, the "Subsidiary Guaranty"), pursuant to which such subsidiaries have guaranteed the payment in full of the obligations of the Borrower under the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement), and (ii) a Pledge and Security Agreement, dated as of March __, 1999 (as amended, modified or supplemented from time to time, the "Security Agreement"), pursuant to which they have granted in favor of the Administrative Agent a security interest in and Lien upon the Collateral described therein as security for their obligations under the Credit Agreement, the Subsidiary Guaranty and the other Credit Documents. Capitalized terms used herein without definition shall have the meanings given to them in the Security Agreement.

The Borrower has agreed under the Credit Agreement to cause each of its future subsidiaries to become a party to the Subsidiary Guaranty as a guarantor thereunder and to the Security Agreement as a Pledgor thereunder. The Company is a subsidiary of the Borrower and, as required by the Credit Agreement, has become a guarantor under the Subsidiary Guaranty as of the date hereof. The Company will obtain benefits as a result of the continued extension of credit to the Borrower under the Credit Agreement, which benefits are hereby acknowledged, and, accordingly, desire to execute and deliver this Accession. Therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to continue to extend credit to the Borrower under the Credit Agreement, the Company hereby agrees as follows:

1. The Company hereby joins in and agrees to be bound by each and all of the provisions of the Security Agreement as a Pledgor thereunder. In furtherance (and without limitation) of the foregoing, pursuant to Section 2.1 of the Security Agreement, and as security for all of the Secured Obligations, the Company hereby pledges, assigns and delivers to the

Administrative Agent, for the ratable benefit of the Secured Parties, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a Lien upon and security interest in, all of its right, title and interest in and to the Collateral as set forth in Section 2.1 of the Security Agreement, all on the terms and subject to the conditions set forth in the Security Agreement.

2. The Company hereby represents and warrants that (i) Schedule 1 hereto sets forth all information required to be listed on Annexes A, B, C, D, E and F to the Security Agreement in order to make each representation and warranty contained in Sections 3.1 and 3.2 of the Security Agreement true and correct with respect to the Company as of the date hereof and after giving effect to this Accession and (ii) after giving effect to this Accession and to the incorporation into such Annexes, as applicable, of the information set forth in Schedule 1, each representation and warranty contained in Article III of the Security Agreement is true and correct with respect to the Company as of the date hereof, as if such representations and warranties were set forth at length herein.

3. This Accession shall be a Credit Document (within the meaning of such term under the Credit Agreement), shall be binding upon and enforceable against the Company and its successors and assigns, and shall inure to the benefit of and be enforceable by each Secured Party and its successors and assigns. This Accession and its attachments are hereby incorporated into the Security Agreement and made a part thereof.

IN WITNESS WHEREOF, the Company has caused this Accession to be executed under seal by its duly authorized officer as of the date first above written.

[NAME OF COMPANY]

By: _____

Title: _____

Schedule 1

Information to be added to Annex B of the Security Agreement:

FILING LOCATIONS

Information to be added to Annex C of the Security Agreement:

**LOCATIONS OF CHIEF EXECUTIVE OFFICES,
RECORDS RELATING TO COLLATERAL, AND EQUIPMENT AND INVENTORY**

1. Chief executive office:

2. Records relating to Collateral:

3. Equipment or Inventory:

4. Other places of business:

5. Trade/fictitious or prior corporate names
(last five years):

Information to be added to [Annexes A/D/E/F] of the Security Agreement:

[complete as applicable]

GRANT OF SECURITY INTEREST IN DOMAIN NAME REGISTRATIONS

WHEREAS, [NAME OF PLEDGOR] (the "Pledgor") has entered into various domain name registration agreements with Network Solutions, Inc., providing for the registration and use of certain domain names, and for each such domain name subject to a domain name registration agreement has executed a Registrant Name Change Agreement in the form of Annex A attached hereto (all such domain name registrations agreements, collectively, the "Domain Names"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of March 24, 1999, in which the Pledgor has agreed with First Union National Bank, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139, to execute this Grant of Security Interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Domain Names, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Domain Names. This Grant has been given in conjunction with the assignment and security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[NAME OF PLEDGOR]

By: _____

Title: _____

Annex A

Registrant Name Change Agreements

[to follow]



**NETWORK
SOLUTIONS**

Send Postal Mail or Courier to:
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Attn: Registrant Change Group
(703) 742-4777

**Registrant Name Change Agreement
Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://rs.internic.net/cgi-bin/whois>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://rs.internic.net/cgi-bin/whois)
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable If the address you have entered above is different than the WHOIS record (URL http://rs.internic.net/cgi-bin/whois), please explain below
Current Registrant's Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Transfer the registration for the domain name to:	Enter the correct name of the New Registrant
New Registrant's Address	Enter the correct address of the New Registrant
NIC Tracking Number	Enter the NIC tracking number from the New Registrant's Domain Name Registration Agreement email submission ("New Registrant's Application")

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Domain Name Registration Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Domain Name Registration Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Domain Name Registration Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Domain Name Registration Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block**Current Registrant must complete below:****New Registrant must complete below:**

Organization

Organization

Signature

Signature

Signor's Name (please print)

Signor's Name (please print)

Title:

☐ CEO ☐ President ☐ Owner
☐ COO ☐ Vice Pres. ☐ Partner
☐ CFO ☐ Treasurer ☐ Manager
☐ Controller ☐ Director ☐ Principal
☐ Other (specify)

Title:

☐ CEO ☐ President ☐ Owner
☐ COO ☐ Vice Pres. ☐ Partner
☐ CFO ☐ Treasurer ☐ Manager
☐ Controller ☐ Director ☐ Principal
☐ Other (specify)

Active email address

Active email address

Phone Number

Phone Number

Date

Date

Notarization

A notary public or its foreign equivalent must certify the Current Registrant's signature.

County of: _____

State of: _____

The foregoing instrument was signed before me by _____ on this date.

Notary's Name (printed): _____

Notary's Signature: _____

Date of notarization: _____ My

commission expires: _____

TRADEMARK

REEL: 002959 FRAME: 0694

**FORM OF
LANDLORD'S WAIVER AND CONSENT**

LANDLORD'S WAIVER AND CONSENT dated as of _____, _____, is made by _____ the ("Landlord"), for the benefit of First Union National Bank, having an office at One First Union Center, 5th Floor, 301 South College Street, Charlotte, North Carolina 28288-1139, attention of Henry R. Biedrzycki, as Administrative Agent (in such capacity, the "Administrative Agent"), and the other Secured Parties (defined in the Credit Agreement dated as of March 24, 1999, (as amended or modified from time to time, the "Credit Agreement"), among Family Christian Stores, Inc., (the "Borrower"), the financial institutions party thereto as lenders (the "Lenders"), the Administrative Agent, BankBoston, N.A., as Syndication Agent and Heller Financial, Inc., as Documentation Agent.

Subject to and in accordance with the terms and conditions of the Credit Agreement, the Secured Parties have extended or agreed to extend certain loans and other financial accommodations to the Borrower, to be guaranteed by the Borrower and its subsidiaries, if any, and secured in whole or in part pursuant to one or more agreements, instruments and other documents (collectively, the "Security Agreements") granting security interests in and liens on, among other things, all presently owned and hereafter acquired personal property (collectively, the "Collateral") of the Borrower and its subsidiaries, if any (the Borrower and its subsidiaries, if any, are referred to herein collectively as the "Debtors" and each is referred to herein as a "Debtor").

Any or all of the Collateral is or may be installed or kept at the premises owned by the Landlord and leased to a Debtor known as [] and located in [], as more particularly described in Exhibit A attached hereto and made a part thereof (the "Premises").

In order to induce the Secured Parties to make the loans and other financial accommodations to the Borrower described in the Credit Agreement, the Landlord has agreed to execute and deliver this Agreement in favor of the Administrative Agent on behalf of the Secured Parties.

NOW THEREFORE, the Landlord, for consideration of the sum of \$ _____ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

1. The Landlord (i) consents to the installation or location of the Collateral in or on the Premises, (ii) agrees that any right, claim, title, interest or lien in respect of any of the Collateral (including without limitation any right of distraint, levy, execution or sale) that the Landlord may have or acquire for any reason or in any manner (including by reason of the Collateral being installed in or on, attached to or located in or on the Premises, or otherwise), whether arising under any agreement, instrument or law now or hereafter in effect, is hereby made fully subordinate, subject and inferior to every right, claim, title, interest and lien in respect of the

Collateral in favor of the Secured Parties or any of them to the full extent that the same secures or may hereafter secure any and all obligations and indebtedness of every kind, now existing or hereafter arising, of the Debtors, or any of them, to the Secured Parties, and (iii) further agrees that the Collateral is and will remain personal property and will not become part of the Premises.

2. The Landlord hereby agrees that so long as this Agreement is in effect, the Landlord shall not exercise or attempt to exercise any right, assert any claim, title or interest in or lien upon, or take any action or institute any proceedings with respect to, the Collateral. The Landlord agrees to use all reasonable efforts to give Administrative Agent written notice of any event which, with or without the giving of notice or passage of time or both, could result in the creation of the right of the Landlord to terminate any lease ("Lease") covering all or any part of the Premises or to accelerate any rent due thereunder. The Landlord, simultaneously with the giving by the Landlord of any notice of default to the then tenant under a Lease, shall send by registered or certified mail, return receipt requested, or by a reputable overnight courier, to Administrative Agent a photostat or xerox copy of such notice of default.

3. The Secured Parties and their agents, representatives and designees may, at any time and from time to time upon reasonable prior notice to the Landlord (which may be oral), enter the Premises without the consent of the Landlord and remove and take possession of the Collateral free of any right, claim, title, interest or lien of the Landlord, provided the Secured Parties restore any parts of the Premises physically damaged by them in the course of removal to the condition such parts were in prior to such entry and removal of the Collateral (but the foregoing shall not impose any liability upon any Secured Party for any damage by fire or other insurable casualty).

4. The provisions hereof shall be irrevocable and remain in full force and effect until each Debtor has fully paid and performed all of obligations to the Secured Parties under and in accordance with the terms of all present and future agreements, instruments and documents evidencing such obligations and all present and future Security Agreements (in each case including any extensions, modifications and renewals thereof or substitutions therefor at any time made), and until all obligations, if any, of the Secured Parties to extend loans, advances, or provide other financial accommodations to the Debtors (including any commitment to lend or issue or confirm or participate in letters of credit) shall be terminated.

5. This Agreement shall be binding upon the Landlord and its successors and assigns and shall inure to the benefit of the Secured Parties and their respective successors, assigns, and designees. The Landlord agrees to make this Agreement known to any transferee of the Premises and any person who may have an interest or right in the Premises. The Landlord acknowledges and agrees that the provisions set forth in this Agreement are, and are intended to be, an inducement and consideration to each Secured Party to make, or permit to remain outstanding, loans, advances and financial accommodations to the debtors, and each Secured Party shall be deemed conclusively to have relied upon such provisions in making, or permitting, to remain outstanding, such loans, advances and financial accommodations, and each Secured Party is made an obligee hereunder and may directly enforce the provisions hereof.

IN WITNESS WHEREOF, the Landlord has duly executed this Agreement under seal as of the date and year first above written.

ATTEST:

[Name of Landlord]

Secretary

[Corporate Seal]

By: _____
Name: _____
Title: _____

Attachments:

Exhibit A – Description of Premises