

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF SCOTLAND		03/23/1999	SCOTLAND CORPORATION/BANK:
RECEIVING PARTY DATA			
Name:	FAMILY CHRISTIAN STORES, INC.		
Street Address:	5300 Patterson, S.E.		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49530		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1839088	FAMILY CHOICE PRODUCTS	
Registration Number:	1918618	LORD'S VINEYARD	
Registration Number:	1952679	JOSHUA'S CHRISTIAN STORES	
CORRESPONDENCE DATA			
Fax Number:	(616)222-2275		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	616-752-2275		
Email:	kniebling@wnj.com		
Correspondent Name:	WARNER NORCROSS & JUDD LLP		
Address Line 1:	111 Lyon Street, N.W.		
Address Line 2:	900 Fifth Third Center		
Address Line 4:	Grand Rapids, MICHIGAN 49503-2487		
NAME OF SUBMITTER:	Kimberly A. Niebling		
Signature:	/KAN2275/		

OP \$90.00 1839088

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TRADEMARK
REEL: 003015 FRAME: 0118

Date:

01/25/2005

Total Attachments: 2

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BANK OF SCOTLAND
NEW YORK BRANCH

565 FIFTH AVENUE
NEW YORK, NEW YORK 10017

Switchboard: (212) 456-0800
Direct Line: 212-456-0871
Fax: (212) 557-9460
Telex: 6801012 UBIFORN
Swift: BOSUS33

March 23, 1999

Mr. Les Dietzman
President
Family Christian Stores, Inc.
5300 Patterson, S.E.
Grand Rapids, MI 49530

Dear Mr. Dietzman:

Reference is made to that certain Amended and Restated Loan Agreement dated as of October 31, 1994, as amended (the "Loan Agreement") among Family Christian Stores, Inc., (formerly Family Bookstores Company, Inc., the "Company"), the financial institutions from time to time party thereto (the "Banks") and Bank of Scotland as Agent (in such capacity, the "Agent").

The Company has sent the Agent notice that it will repay all loans under the Loan Agreement on March 24, 1999 and that, effective March 24, 1999 the Total Revolving Credit Commitment is terminated. In connection therewith, the Company has requested that the Agent set forth the amount that the Company owes to the Agent and the Banks on account of such Loans (including interest thereon) and on account of fees and other obligations to the Agent and the Banks under the Loan Agreement. Assuming that all Loans are repaid on March 24, 1999 (and that the Base Rate remains at _____ for each day from today through March 23, 1999 and that all Loans outstanding on the date hereof remain outstanding as Base Rate Loans until such repayment on March 24, 1999, our records indicate the aggregate amount that will be due to the Agent and the Banks pursuant to the Loan Agreement on March 24, 1999 will be _____ (the "Due Amount"). Please note that the Due Amount includes, in addition to the items listed above, legal fees and expenses incurred by the Agent and the Banks (including estimated legal fees and expenses through March 24, 1999). Subject to the assumptions and qualifications set forth above, upon payment to the Agent of the Due Amount, all principal, interest, fees and other amounts outstanding under the Loan Agreement will be paid in full. In this regard, please note that payment of the Due Amount will not discharge (x) rental or any other obligations of the Company under leases between the Company and IFA Incorporated ("IFA"), some or all of which obligations have been assigned to Bank of Scotland, (y) indemnification obligations of the Company in respect of matters of which the Agent has no current knowledge or (z) other obligations under the

Loan Agreement which the Loan Agreement provides are to survive the termination of the Loan Agreement.

The Due Amount should be paid to the Agent by wire transfer of immediately available funds to its account at Citibank, N.A., ABA No. for the account of Bank of Scotland New York, account No. Ref: Family Christian Stores.

Effective upon receipt by the Agent of the Due Amount in funds wired as aforesaid, except as set forth in the immediately succeeding sentence, all security interests, mortgages and liens that the Company has granted to secure obligations of the Company under the Loan Agreement shall be automatically released (without representation or warranty by the Agent or any Bank and without recourse to the Agent or any Bank), and the Company shall be authorized to file the UCC-3 termination statements executed by the Agent and previously delivered by the Agent in escrow to Warner, Norcross & Judd, L.L.P. The foregoing release of security interests, mortgages and liens does not include the release of security interests, mortgages or liens granted to IFA by the Company and assigned to Bank of Scotland, which security interests, mortgages and liens, in Bank of Scotland's sole and absolute discretion, will remain outstanding in favor of Bank of Scotland (as assignee of IFA) or be assigned by Bank of Scotland to IFA or, if Bank of Scotland so decides (in its sole and absolute discretion) be subsequently released.

Provided that the Company pays all expenses of the Agent (including estimated legal fees) in advance, the Agent agrees to execute such further documents and instruments (reasonably satisfactory in form and substance to the Agent) as may be reasonably requested in writing by the Company or First Union National Bank on or before June 30, 1999 to further evidence the release of liens and security interests of the Agent and the Banks referred to in the preceding paragraph.

Very truly yours,

BANK OF SCOTLAND, as Agent
Under the Loan Agreement referred to above

By: Annie Chin Tat
Annie Chin Tat
Senior Vice President