

09-07-2004

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



9.3.04

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2004 SEP -3 PM 2:57

FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Christianbook.com, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company (DE)
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) August 17, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Massachusetts

Internal _____

Address: _____

Street Address: 28 State Street

City: Boston

State: Massachusetts

Country: U.S.A. Zip: 02109

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

#2,639,594

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Christianbook.com and design

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

Name: Matthew P. Doring

Internal Address: Hinckley, Allen & Snyder LLP

Street Address: 28 State Street

City: Boston

State: MA Zip: 02109

Phone Number: (617) 345-9000 x.4636

Fax Number: (617) 345-9020

Email Address: mdoring@haslaw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____ Authorized User Name _____

9. Signature:

Matthew P. Doring
Signature

8/31/04
Date

Matthew P. Doring
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/07/2004 LHMILLER 0000003 2639594

01 FC:9521
02 FC:9522

Item 4.B. – Additional Registrations

Mark	Jurisdiction	Registration or Serial No.	Date of Registration
MUSICFORCE.COM and design	USPTO	#2,326,609	3/7/00
MUSICFORCE.COM IF HEAVEN HAD A MUSIC STORE and design	USPTO	#2,316,724	2/8/00
MUSICFORCE.COM IF HEAVEN HAD A MUSIC STORE and design	USPTO	#2,392,905	10/10/00
MUSICFORCE.COM and design	USPTO	#2,395,036	10/17/00
MUSICFORCE.COM and design	USPTO	#2,326,314	3/7/00
MUSICFORCE	USPTO	#2,635,450	10/15/02
MUSICFORCE.COM POWERED BY CHRISTIANBOOK.COM and design	USPTO	#2,635,451	10/15/02

COLLATERAL TRADEMARK ASSIGNMENT

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") dated as of August 17, 2004 by Christianbook.com, LLC, a Delaware limited liability company, successor by merger to Christianbook.com, Inc., a Massachusetts corporation, with a principal place of business at 140 Summit Street, Peabody, Massachusetts 01960 ("Assignor") in favor of Citizens Bank of Massachusetts, a Massachusetts bank having offices at 28 State Street, Boston, Massachusetts 02109 (together with its successors and assigns, "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof by Assignor in favor of Assignee (as amended from time to time, the "Security Agreement"), Assignor granted to Assignee a security interest in all of Assignor's assets, including, without limitation, the intellectual property described on Schedule A to secure, inter alia, the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. As collateral security for the payment and performance in full of the Secured Obligations, Assignor does hereby confirm and ratify the collateral assignment and security interest granted unto Assignee in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and each registration thereof, and each trademark registration application owned by Assignor, including, without limitation, each such trademark and trademark registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in Assignee's own name and for its own use, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the "Trademarks").

2. Assignor does hereby acknowledge, affirm and represent that, except as otherwise disclosed in the Loan Agreement:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all material U.S. trademarks owned by Assignor and (b) all U.S. applications pending for registration of trademarks owned by Assignor .

(iv) to the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(vi) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses to shop rights and covenants by Assignor not to sue third persons, other than limited rights of use given to other Borrowers.

(vii) Assignor has the unqualified right to enter into this Assignment and perform its terms.

3. Assignor covenants that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Loan Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the Secured Obligations shall have been satisfied in full, Assignor shall obtain additional registered Trademarks, or additional Trademark applications or Trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or become the owner of any registration applications for Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its respective affiliates, directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed (collectively, the "Losses"), incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, except to the extent incurred as as a result of gross negligence or willful misconduct of Assignee or Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any

third party based on the use of any Trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the Secured Obligations (as defined in the Security Agreement) have been paid in full, this Assignment shall terminate and the Assignee shall, upon the written request of the Assignor, execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this Assignment, as fully as if this Assignment had not been made, subject to any disposition of all or any part thereof which may have been made by the Assignee pursuant hereto or the Security Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the date first set forth above.

CHRISTIANBOOK.COM, LLC

By: [Signature]
Name: Ray Hendrickson
Title: Manager

Commonwealth of Massachusetts)
County of Suffolk) ss

On this 17th day of August, 2004, before me a Notary Public in and for said Commonwealth, duly commissioned and sworn, personally appeared Ray Hendrickson, Manager of CHRISTIANBOOK.COM, LLC personally known to me to be the person executing the foregoing instrument/agreement and acknowledged to me that he subscribed his name thereto as his/her free act and deed and the free act and deed of said CHRISTIANBOOK.COM, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first above written.

[Signature]

Notary Public

MATTHEW P. DORING

Notary Public
Print Name
My Commission Expires December 31, 2004

My Commission Expires: _____

[SEAL]

Trademark Registrations

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