

02-02-2005

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

RECORD & TRADEMARK



DEPARTMENT OF COMMERCE Patent and Trademark Office

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

01/19/05

1. Name of conveying party(ies): Hendrickson Publishers, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other British Virgin Islands Business Company

2. Name and address of receiving party(ies) Name: Citizens Bank of Massachusetts Internal Address: Street Address: 28 State Street City: Boston State: MA Zip: 02109 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,396,592 (WORDKEEPER) (see attached)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jonas D.L. McCray, Esquire Internal Address: Hinckley, Allen & Snyder LLP Street Address: 28 State Street City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00 Enclosed Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Jonas D.L. McCray, Esquire Name of Person Signing Signature January 10, 2005 Date

02/01/2005 DBYRNE 00000225 2396592 40.00 UP 50.00 UP

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 003112 FRAME: 0529

## CONTINUATION OF ITEM 4

RECORDATION FORM COVER SHEET  
LISTING OF TRADEMARK REGISTRATIONS**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration or Serial No.</b>	<b>Date of Registration</b>
THE WORD KEEPER BIBLE COVER	USPTO	#2,385,448	9/12/00
H	USPTO	#2,520,304	12/18/01

## COLLATERAL TRADEMARK ASSIGNMENT

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") dated as of December 30, 2004 by Hendrickson Publishers, Inc., an international business company formed under the laws of the British Virgin Islands with an office located 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 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]



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