

1.19.05



102932222

To the Honorable Commissioner of Patents and T. cuments or copy thereof.

<p>1. Name of conveying party(ies):</p> <p style="margin-left: 20px;"><b>Christian Book Distributors, LLC</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation</p> <p><input checked="" type="checkbox"/> Other: Limited Liability Company</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <b>Christian Book Distributors, Inc.</b></p> <p>Street Address: 140 Summit Street</p> <p>City: Peabody                      State: MA                      ZIP: 01960</p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Other: Savings Association, Federal</p> <p style="text-align: right;">2005</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from assignment)</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: <b>December 30, 2004</b></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <b>#78/373799</b></p> <p>B. Trademark Registration No.(s)</p> <p style="margin-left: 20px;"><b>Registration #1,713,586</b></p> <p style="margin-left: 20px;"><b>Registration #2,594,437</b></p> <p style="margin-left: 20px;"><b>Registration #2,308,121</b></p> <p style="margin-left: 20px;"><b>Registration #2,345,221</b></p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: <b>Adrienne M. Penta</b></p> <p>Internal Address: <b>Choate, Hall &amp; Stewart</b></p> <p>Street Address: <b>Exchange Place</b> <b>53 State Street</b></p> <p>City: <b>Boston</b>                      State: <b>MA</b>                      ZIP: <b>02109</b></p>	<p>6. Total number of applications and registrations involved:</p> <p>7. Total fee (37 CFR 3.41) ..... <b>\$140.00</b></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account (if underpayment)</p> <p>8. Deposit account number: <b>03-1721</b></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

<p>9. Statement and signature.</p> <p><i>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.</i></p>		
<p><i>Adrienne M. Penta</i></p> <p>Name of person signing</p>	<p><i>[Signature]</i></p> <p>Signature</p>	<p><u>1/10/05</u></p> <p>Date</p>
<p>Total number of pages including cover sheet, attachments, and document: <b>7</b></p>		

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the USPTO  
P. O. Box 1450, Alexandria, VA 22313-1450

02/01/2005 DBYRNE  
01 FC:8521  
02 FC:8522  
3784335v1

40.00 OP  
100.00 OP

## ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks Agreement is entered into as of December 30, 2004 by and between Christian Book Distributors, LLC, a Delaware limited liability company (the "Assignor") and Christian Book Distributors, Inc., an international business company formed under the laws of the British Virgin Islands (the "Assignee").

### Introduction

The Assignee is a wholly-owned subsidiary of the Assignor. The Assignor is the owner of the patents, patent applications, trademarks and trademark registrations listed on Schedule A hereto and all variations thereof (the "Patents and Marks"). Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Patents and Marks and the business and goodwill of the business in connection with which the Patents and Marks have been used.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

**1. Assignment.** Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Patents and Marks, together with the business and goodwill of the business in connection with which the Patents and Marks had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any divisions, reissues, renewals, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Patents and Marks.

**2. Further Assistance.** Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths,


samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Patents and Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Patents and Marks, including, but not limited to, testifying as to any facts relating to the Patents and Marks assigned herein and this Assignment, (c) in obtaining any additional protection for the Patents and Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) in the implementation or perfection of this Agreement.

**3. Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.


*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed effective as of the date first above written.

**CHRISTIAN BOOK DISTRIBUTORS, LLC**

By:   
Ray E. Hendrickson, Manager

**CHRISTIAN BOOK DISTRIBUTORS, INC.**

By:   
Ray E. Hendrickson, President

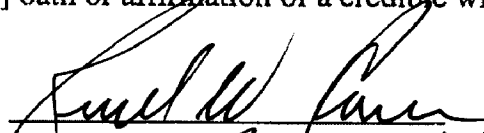
[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND TRADEMARKS]

COMMONWEALTH OF MASSACHUSETTS

2452X, ss

12/23, 2004

Before me, the undersigned notary public, personally appeared Ray E. Hendrickson, in his capacity as Manager of Christian Book Distributors, LLC, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness, or  personal knowledge of the undersigned.

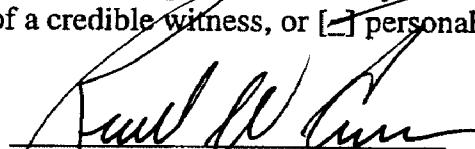
  
Notary Public RICHARD W. CORNIER  
My Commission Expires: 3/29/2007

COMMONWEALTH OF MASSACHUSETTS

2452X, ss

12/23, 2004

Before me, the undersigned notary public, personally appeared Ray E. Hendrickson, in his capacity as President of Christian Book Distributors, Inc., whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness, or  personal knowledge of the undersigned.

  
Notary Public RICHARD W. CORNIER  
My Commission Expires: 3/29/2007

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND TRADEMARKS]

**SCHEDULE A**

**PATENTS**

<b>U.S. Patent No.</b>	<b>Date Issued</b>	<b>Description</b>
None		

**PATENT APPLICATIONS**

<b>U.S. Patent Application No.</b>	<b>Date Applied</b>	<b>Description</b>
None		

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Date</b>
<i>CHRISTIAN BOOK DISTRIBUTORS</i> and design	Registration #1,713,586 State Registration #46054	Registration Date 9/8/92 State Registration Date 10/22/91
<i>CHRISTIAN BOOK DISTRIBUTORS</i> and design	Registration #2,594,437 State Registrations #61127, 61128, and 61129	Registration Date 7/16/02 State Registration Date 2/7/02
<i>ICHRISTIAN.COM</i>	Registration #2,308,121 No state registration	Registration Date 1/11/00
<i>ICHRISTIAN.COM</i> and design	Registration #2,345,221 No state registration	Registration Date 4/25/00

**TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Date</b>
<i>CBD</i>	serial #78/373799	