

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berean Christian Stores, LLC		07/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1020732	BEREAN	
Registration Number:	2713550	DIRECTIONS FINDING GOD AT EVERY TURN	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	53528-0001		
NAME OF SUBMITTER:	Adam M. Grandy		
Signature:	/Adam M. Grandy/		

CH \$65.00 1020732

Date:

08/01/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2006, between each of the undersigned (each, a "Grantor"), and **PNC BANK, NATIONAL ASSOCIATION**, acting in the capacity as agent for the benefit of itself and the other Secured Parties (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Berean Christian Stores, LLC, a Delaware limited liability company (the "Borrower"), and Berean Christian Holdings, LLC, a Delaware limited liability company ("Holdings") are party to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto (the "Lenders") and the Agent, pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the Credit Agreement, each Grantor granted to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademark Collateral (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademarks. Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations. This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

Section 5. Recordation. The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank.]

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:
BEREAN CHRISTIAN STORES, LLC

By: 
Name: Scott D. Steele
Title: Manager

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

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TRADEMARK
REEL: 003360 FRAME: 0206

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:
BEREAN CHRISTIAN STORES, LLC

By: _____
Scott D. Steele
Manager

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: Stephen P. Kanarian
Stephen P. Kanarian
Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Registration Number	Registration Date
Berean Christian Stores, LLC	Berean	U.S.	1,020,732	9/16/75
Berean Christian Stores, LLC	Directions Finding God at Every Turn (a Service Mark)	U.S.	2,713,550	5/6/03

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