

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christian Book Distributors, Inc.		12/31/2008	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	Christian Book Distributors Catalog, LLC
Street Address:	140 Summit Street
City:	Peabody
State/Country:	MASSACHUSETTS
Postal Code:	01960
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1713586	CHRISTIAN BOOK DISTRIBUTORS
Registration Number:	2594437	CHRISTIAN BOOK DISTRIBUTORS
Registration Number:	2308121	ICHRISTIAN.COM
Registration Number:	2345221	ICHRISTIAN
Registration Number:	2933147	CBD

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172485000
 Email: kschoff@choate.com
 Correspondent Name: Choate, Hall & Stewart LLP
 Address Line 1: Two International Place
 Address Line 2: Attn: Kell L. Schoff
 Address Line 4: Boston, MASSACHUSETTS 02110

OP \$140.00 1713586

ATTORNEY DOCKET NUMBER:	2003574-0000
NAME OF SUBMITTER:	Kell L. Schoff
Signature:	/Kell L. Schoff/
Date:	12/31/2008
Total Attachments: 5 source=TM Assignment - CBD Catalog LLC#page1.tif source=TM Assignment - CBD Catalog LLC#page2.tif source=TM Assignment - CBD Catalog LLC#page3.tif source=TM Assignment - CBD Catalog LLC#page4.tif source=TM Assignment - CBD Catalog LLC#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks Agreement is entered into as of December 31, 2008 by and between Christian Book Distributors Catalog, LLC, a Delaware limited liability company (the “**Assignee**”) and Christian Book Distributors, Inc., an international business company formed under the laws of the British Virgin Islands (the “**Assignor**”).

Introduction

WHEREAS, the Assignor is a wholly-owned subsidiary of Christian Book Distributors, LLC, a Delaware limited liability company (the “**Parent**”), and all of the assets, including the trademarks and trademark registrations listed on Schedule A hereto and all variations thereof (the “**Marks**”), and liabilities of the Assignor were transferred to the Parent as of December 1, 2008;

WHEREAS, the Parent has transferred certain assets (including the Marks) and liabilities to the Assignee as of the date hereof;

WHEREAS, Assignor and Assignee hereby agree that, in the interest of convenience, only this Assignment of Trademarks will be filed with the Commissioner of Patents and Trademarks to reflect the ultimate transfer from Assignor to Assignee of the Marks and the entire right, title and interest in and to the Marks;

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 transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with the business and goodwill of the business in connection with which the 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 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 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 Marks.

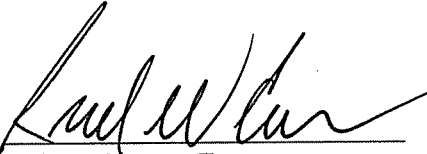
2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens 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 Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment, (c) in obtaining any additional protection for the 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, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

CHRISTIAN BOOK DISTRIBUTORS, INC.

By: 
Richard W. Corner, Treasurer

**CHRISTIAN BOOK DISTRIBUTORS
CATALOG, LLC**

By: 
Richard W. Corner, Chief Financial Officer

[SIGNATURE PAGE TO CBD CATALOG ASSIGNMENT OF TRADEMARKS]

**TRADEMARK
REEL: 003911 FRAME: 0936**

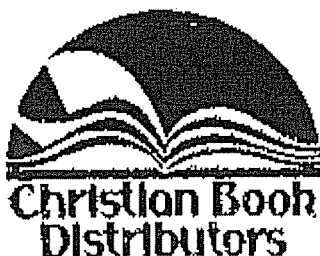
SCHEDULE A

Trademarks

CHRISTIAN BOOK DISTRIBUTORS, INC.

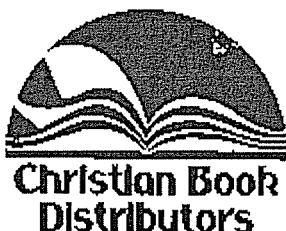
A. Registered Trademarks

1.



CHRISTIAN BOOK DISTRIBUTORS and design
Registration # 1,713,586
Serial # 7421406
Registration Date: September 8, 1992

2.



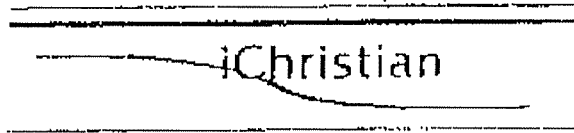
CHRISTIAN BOOK DISTRIBUTORS and design
Registration: 2,594,437
Serial # 78/083757
Registration Date: July 16, 2002

3.

iChristian.com
Registration # 2308121
Serial # 7567983
Registration Date: January 11, 2000
Supplemental Register

4395564

4.



ICHRISTIAN and design
Registration # 2345221
Serial # 75679783
Registration Date: April 25, 2000

5.

CBD
Registration # 2,933,147
Serial # 78373799
Registration Date: March 15, 2005

B. Pending Applications

None

[SIGNATURE PAGE TO CBD CATALOG ASSIGNMENT OF TRADEMARKS]