

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 0)

09-29-2009

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



SHEET
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103575474

To the Director of the U. S. Pate.

Transmit the attached documents or the new address(es) below.

9/28/09

1. Name of conveying party(ies):

Twin Sisters IP, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 17, 2009

- 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: First National Bank

Internal

Address: _____

Street Address: 112 West Market Street

City: Orrville

State: Ohio

Country: USA Zip: 44667

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Bank Citizenship: USA

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)

not applicable

SEP 28

B. Trademark Registration No.(s)

3204689

Additional sheet(s) attached? Yes No

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

not applicable

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

Name: Critchfield, Critchfield & Johnston, Ltd.

Internal Address: Attn: Robert Berry

Street Address: 4996 Foote Road

City: Medina

State: Ohio Zip: 44256

Phone Number: 330-723-6404

Fax Number: 330-721-7644

Email Address: berry@cc.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$365.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/28/2009 NJAMA1 00000021 3204689

01 FC:8521 40.00 DP
03 FC:8522 325.00 DP
Deposit Account Number Not applicable

Authorized User Name _____

9. Signature:

Signature

Robert Berry

Name of Person Signing

9/23/09
Date

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4B. Trademark Registration Nos. cont.

3215133
3238465
2992595
3125719
2995090
2984231
2997375
2992017
3065064
2944691
2935750
2838906
2749527

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made and delivered on September 17, 2009, by TWIN SISTERS IP, LLC, an Ohio limited liability company, having its principal office at 4710 Hudson Drive, Stow, Ohio 44224 ("Debtor"), and is delivered to FIRST NATIONAL BANK, having its principal office at 112 West Market St., Orrville, Ohio 44667 ("Secured Party"), with reference to the following facts:

WITNESSETH:

WHEREAS, the Debtor is a party to a Security Agreement dated even date herewith (the "Security Agreement") in favor of Bank pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank, for the benefit of the Secured Parties, to enter into the Loan Agreement, the Debtor hereby agrees with the Bank as follows:

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

2. Grant of Security Interest in Trademark Collateral. Debtor hereby pledges and grants to Bank for the benefit of the Bank a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Debtor:

- (a) Trademarks of such Debtor listed on Schedule 1 attached hereto; and
- (b) All proceeds of any and all of the foregoing.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Debtor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademarks made and granted hereby 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. In the event that any provision to this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Bank shall execute, acknowledge and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


[Signature Page for Trademark Security Agreement]

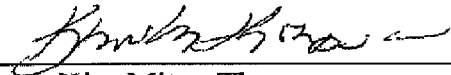
Executed on September 17, 2009.

TWIN SISTERS IP, LLC

FIRST NATIONAL BANK

By 
Name: Karen Mitzo Hilderbrand
Title: Manager and Chief Executive Officer

By 
Name: Paul A. Manghillis
Title: Vice President

By 
Name: Kim Mitzo Thompson
Title: Manager and President

Schedule 1

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registered Date</u>
SING A STORY	3204689	January 30, 2007
READ & SING ALONG	3215133	March 6, 2007
GIFTS OF MUSIC	3238465	May 1, 2007
TWIN SISTERS PRODUCTIONS	2992595	September 6, 2005
KIDS SCENE LIVE WORSHIP	3125719	August 8, 2006
GROWING MINDS WITH MUSIC TWIN SISTERS	2995090	September 13, 2005
RAP WITH THE FACTS	2984231	August 9, 2005
GROWING MINDS WITH MUSIC	2997375	September 20, 2005
TWIN SISTERS	2992017	September 6, 2005
SPEECHERCISE	3065064	March 7, 2006
KIDS SCENE FOR J.C.	2944691	April 26, 2005
MUSICAL PLAY IN THE BOX	2935750	March 29, 2005
BRAIN FOOD FOR BABIES	2838906	May 4, 2004
BERNIE'S	2749527	August 12, 2003