

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THOMAS NELSON, INC.		10/31/2010	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76698205	OVER THE TOP	
Serial Number:	76703692	THE VELVETEEN BIBLE	
Serial Number:	76703693	WORDS OF ENCOURAGEMENT	
Serial Number:	76704407		
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	36290		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

TRADEMARK

900175734

REEL: 004408 FRAME: 0358

OP \$115.00 76698205

Signature:	/pja/
Date:	11/05/2010
<p>Total Attachments: 8</p> <p>source=36290#page1.tif</p> <p>source=36290#page2.tif</p> <p>source=36290#page3.tif</p> <p>source=36290#page4.tif</p> <p>source=36290#page5.tif</p> <p>source=36290#page6.tif</p> <p>source=36290#page7.tif</p> <p>source=36290#page8.tif</p>	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

THOMAS NELSON, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Tennessee
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) October 31, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

☐ Yes
☒ No

Additional names, addresses, or citizenship attached?

Name: CREDIT SUISSE AG, AS COLLATERAL AGENT

Internal

Address: _____

Street Address: 11 Madison Avenue

City: New York City

State: New York

Country: U.S.A. Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship Switzerland

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)
See attached Schedule B

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

4

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

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

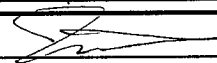
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

November 4, 2010

Date

Joseph Raho

Name of Person Signing

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

8

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

TRADEMARK
REEL: 004408 FRAME: 0360

ANNEX D: IP Security Agreement Supplement for Holdout Loan

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated thirty-first day of October, 2010 is made by the Person listed on the signature page hereof (the "***Grantor***") in favor of CREDIT SUISSE AG (formerly known as Credit Suisse, "***CS***"), as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, THOMAS NELSON, INC., a Tennessee corporation, has entered into the Amended and Restated Secured Credit Agreement dated as of June 14, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with the Lenders and Agents (each as defined therein) party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated June 14, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"), made by the Grantor and such other Persons in favor of the Collateral Agent and that certain Intellectual Property Security Agreement dated June 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***");

WHEREAS, the security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement dated as of June 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), among Thomas Nelson, Inc., Faith Media Holdings, Inc., the subsidiaries of Thomas Nelson, Inc. from time to time party thereto, CS, as Senior Credit Agreement Agent, Wachovia Capital Finance Corporation (New England), as Additional Senior Agent (as defined therein), any other Additional Senior Agent (as defined therein) from time to time party thereto and CS, as Junior Collateral Agent (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement Supplement, the terms of the Intercreditor Agreement shall govern and control; and

WHEREAS, under the terms of the Security Agreement the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "***Additional Collateral***");

the patents and patent applications set forth in Schedule A hereto (the "***Patents***");

the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "***Trademarks***");

the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest


hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By



Name: FM Wentworth, Jr.

Title: General Counsel

Address for Notices:

501 Nelson Pl
Nashville, TN
37214

Schedule A – Patents

Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Patent Number</u>
None		

Patent Applications

<u>Applicant</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
None			

Schedule B – Trademarks

Registered Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
None		

Trademark Applications

<u>Applicant</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Thomas Nelson, Inc.	Over the Top	76/698205	7/1/2010
Thomas Nelson, Inc.	The Velveteen Bible	76/703692	7/7/2010
Thomas Nelson, Inc.	Words of Encouragement	76/703693	7/7/2010
Thomas Nelson, Inc.	Design (Rabbit)	76/704407	9/8/2010