

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:	36359		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

TRADEMARK

900177448

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OP \$115.00 76698205

Signature:	/pja/
Date:	11/15/2010
<p>Total Attachments: 7 source=36359#page1.tif source=36359#page2.tif source=36359#page3.tif source=36359#page4.tif source=36359#page5.tif source=36359#page6.tif source=36359#page7.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)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

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 II

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. Agodaa

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

Joseph Raho

Name of Person Signing

November 15, 2010

Date

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

7

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
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ANNEX C: Trademark Security Agreement for Term Loan

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of thirty-first day of October, 2010 (this "**Agreement**"), among THOMAS NELSON, INC., a Tennessee corporation (the "**Borrower**"), FAITH MEDIA HOLDINGS, INC., a Delaware corporation ("**Holdings**"), the subsidiaries of the Borrower listed on Schedule I hereto and CREDIT SUISSE AG, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of June 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of June 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the Lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent. The Lenders have agreed to exchange a portion of their Exchange Loans for Term Loans subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to effect such exchange are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the exchange of Exchange Loans of the Lenders for Term Loans pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to effect such exchange. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and

registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “**Trademarks**”);

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks;

provided, however, that such Trademark Collateral shall not include any United States intent-to-use Trademark applications solely to the extent that, and solely during the period in which, the grant of such security interest would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

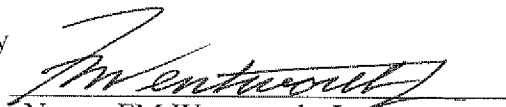
SECTION 4. Intercreditor Agreement Governs. Reference is made to the Intercreditor Agreement dated as of June 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Senior Lien Intercreditor Agreement**”), among Wachovia Capital Finance Corporation (New England), as Revolving Credit Agent (as defined therein), and Credit Suisse AG, as Term Loan Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Senior Lien Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Senior Lien Intercreditor Agreement and this Agreement, the provisions of the Senior Lien Intercreditor Agreement shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THOMAS NELSON, INC.,

by

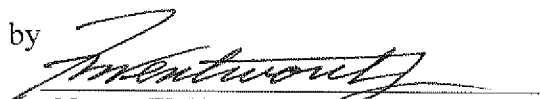


Name: FM Wentworth, Jr.

Title: General Counsel

FAITH MEDIA HOLDINGS, INC.,

by

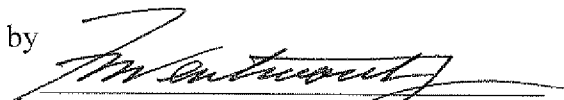


Name: FM Wentworth, Jr.

Title: General Counsel

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by



Name: FM Wentworth, Jr.

Title: General Counsel

TRADEMARK

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Schedule I

Subsidiary Parties
Grupo Nelson Inc.
Live Event Management, Inc.
Nelson Media, Inc.
Royal Publishers, Inc.
Thomas Nelson Export, Inc.
Thomas Nelson Sales Company, Inc.
Women of Faith, Inc.

Schedule II

I. Trademarks

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

II. 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