

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
Christian Television Corporation, Inc.		12/22/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Whitney National Bank		
Street Address:	100 Second Avenue North		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33701		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3569606	C F CHRISTIAN FITNESS	
CORRESPONDENCE DATA			
Fax Number:	(813)229-1660		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	timmerman@slk-law.com		
Correspondent Name:	J. Todd Timmerman/Shumaker, Loop & Kendr		
Address Line 1:	101 East Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	J. Todd Timmerman		
Signature:	/J. Todd Timmerman/		
Date:	02/07/2011		

OP \$40.00 3569606

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), dated as of December 22, 2010, is made between Christian Television Network, Inc., a Florida not for profit corporation (the "**CTN-FL**"), and **Whitney National Bank**, a national banking association, as the Secured Party (the "**Secured Party**"), with reference to that certain Credit Agreement (as amended, restated, modified or supplemented at any time or from time to time, the "**Credit Agreement**") dated December 22, 2010, by and among **Christian Television Corporation, Inc.**, a Florida not for profit corporation (the "**Administrative Borrower**"), **Christian Television of Palm Beach County, Inc.**, a Florida not for profit corporation, **Christian Television of Pensacola/Mobile, Inc.**, a Florida not for profit corporation, **Christian Television Network, Inc.**, a Tennessee not for profit corporation, **West Coast Christian Television, Inc.**, a Florida not for profit corporation, **Volunteer Christian Television, Inc.**, a Tennessee not for profit corporation, **Christian Television Network, Inc.**, a Georgia not for profit corporation, **Christian Television of Tallahassee, Inc.**, a Florida not for profit corporation, **Christian Television Network of Iowa, Inc.**, an Iowa not for profit corporation, **Christian Television Network, Inc.**, an Illinois not for profit corporation, **Christian Television Network, Inc.**, a Missouri not for profit corporation, and **Christian Television Network of Mississippi, Inc.**, a Mississippi not for profit corporation (each an "**Additional Borrower**"; Administrative Borrower and each Additional Borrower a party hereto and each other Acquisition Affiliate (as such term is defined in the Credit Agreement (defined below)) hereafter becoming a party thereto or hereto shall be collectively known as the "**Borrowers**", and individually as a "**Borrower**").

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered a Security Agreement, dated as of December 22, 2010 (as amended, restated, modified or supplemented at any time or from time to time, the "**Security Agreement**");

WHEREAS, pursuant to Section 5(d) of the Security Agreement and the provisions of the Credit Agreement, CTN-FL, which is an affiliate of the Borrowers, is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, CTN-FL has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CTN-FL agrees, for the benefit of the Secured Party, as follows:

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference for all purposes.

Section 2. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 3. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, CTN-FL does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the benefit of the Secured Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective

marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by CTN-FL against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 4. Security Agreement. This Agreement has been executed and delivered by CTN-FL for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to Sections 3 and 5(d) of the Security Agreement). The security interest granted hereby has been granted as a supplement to, and not in limitation of, any security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party) shall remain in full force and effect in accordance with its terms subject to Section 5 hereof.

Section 5. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the indefeasible payment in full of the Obligations and the termination of all obligations of the Secured Party to make advances or grant other financial accommodations under the Credit Agreement, the Secured Party shall promptly upon the Borrowers' request and contemporaneously with any refinancing of the Obligations, at the Borrowers' expense, execute and deliver to CTN-FL all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 6. Acknowledgment. CTN-FL does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein, and which terms CTN-FL agrees to be bound to as they relate to the Trademark Collateral.

Section 7. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally

executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

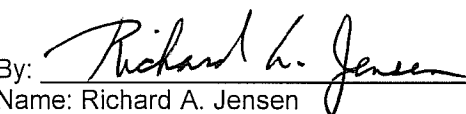
CTN-FL:

CHRISTIAN TELEVISION NETWORK, INC.,
a Florida not for profit corporation

By: 
Name: Robert D'Andrea
Title: President

Secured Party:

WHITNEY NATIONAL BANK

By: 
Name: Richard A. Jensen
Title: Vice President

**SCHEDULE I
to Trademark Security Agreement**

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America		3,569,606	February 3, 2009



Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
N/A	N/A	N/A	N/A

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
N/A	N/A	N/A	N/A	N/A

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
N/A	N/A	N/A	N/A	N/A	N/A

*List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.