

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chicken Soup for the Soul Publishing, LLC		11/18/2011	LIMITED LIABILITY COMPANY: CONNECTICUT

**RECEIVING PARTY DATA**

<b>Name:</b>	TD Bank, N.A., as Administrative Agent
<b>Street Address:</b>	2461 Main Street
<b>City:</b>	Glastonbury
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06033
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3397839	CHICKEN SOUP FOR THE DOG LOVER'S SOUL
Registration Number:	2666777	CHICKEN SOUP FOR THE GOLFER'S SOUL
Registration Number:	3397845	CHICKEN SOUP FOR THE PUPPY LOVER'S SOUL
Registration Number:	2322138	CHICKEN SOUP FOR THE SOUL
Registration Number:	2140364	CHICKEN SOUP FOR THE SOUL
Registration Number:	2048194	CHICKEN SOUP FOR THE SOUL
Registration Number:	3085947	CHICKEN SOUP FOR THE SOUL
Registration Number:	2365855	CHICKEN SOUP FOR THE TEENAGE SOUL
Registration Number:	2365854	CHICKEN SOUP FOR THE WOMAN'S SOUL
Registration Number:	2751191	CHOCOLATE FOR THE ROMANTIC SOUL
Registration Number:	2721757	
Registration Number:	3397841	CHICKEN SOUP FOR THE KITTEN LOVER'S SOUL
Registration Number:	2732536	CHICKEN SOUP FOR LITTLE SOULS
Registration Number:	3397836	CHICKEN SOUP FOR THE CAT LOVER'S SOUL

**TRADEMARK**

**900207465**

**REEL: 004662 FRAME: 0844**

**OP \$415.00 3397839**

Registration Number:	3780705	CHICKEN SOUP FOR THE SOUL
Registration Number:	3799887	PEOPLEJAM

**CORRESPONDENCE DATA**

Fax Number: (860)548-0006  
Phone: 860-297-4657  
Email: cox@halloran-sage.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Robert B. Cox  
Address Line 1: 225 Asylum Street, One Goodwin Square  
Address Line 2: c/o Halloran & Sage LLP  
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	20959/7
NAME OF SUBMITTER:	Noah Scooler
Signature:	/Noah Scooler/
Date:	11/18/2011

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18<sup>th</sup> day of November, 2011, among, among Chicken Soup for the Soul Publishing, LLC and the other Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors," and each individually "Grantor"), and TD BANK, N.A., as agent for itself and the Lenders (as hereinafter defined) (the "Administrative Agent").

### RECITALS:

WHEREAS, pursuant to the terms of that certain Credit and Security Agreement of even date herewith among Grantors, each Subsidiary of Borrower or Guarantor that may become a party to the Credit Agreement from time to time, TD BANK, N.A. and each lending institution that may become a party thereto from time to time (the "Lenders") and Administrative Agent (the "Credit Agreement"), the Lenders have agreed to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement Grantors have granted to the Administrative Agent, for the ratable benefit of itself and the Lenders, a security interest in, inter alia, the Trademarks, and have agreed to, inter alia, execute, file and refile such other documents, in such offices, as Administrative Agent may reasonably deem necessary or appropriate, wherever required or permitted by law, in order to perfect and preserve the rights and interests granted to Administrative Agent, for the ratable benefit of itself and the Lenders, in the Trademarks;

WHEREAS, in connection therewith, the Grantors wish to execute and file this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Incorporation. The Recitals set forth at the beginning of this Trademark Security Agreement and any schedules and exhibits attached hereto are hereby incorporated in and made a part of this Trademark Security Agreement by this reference.
2. Grant of Security Interest in Trademark Collateral. The Grantors hereby reconfirm the terms of the Credit Agreement. In addition to and not in limitation of the terms of the Credit Agreement, each Grantor further hereby grants to Administrative Agent, for the

ratable benefit of itself and the Lenders, a continuing security interest in and lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks, which includes all trademarks (including service marks), federal and state trademark registrations and applications made by such Grantor, common law trademarks and trade names owned by or assigned to such Grantor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including those referred to on Schedule I hereto, along with any and all (i) renewals, reissues, continuations or extensions of the foregoing, (ii) products and proceeds thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof or injury to the goodwill of the business associated therewith, and (v) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing; and

(c) the entire goodwill of business of such Grantor connected with the use of and symbolized by each Trademark.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. Credit Agreement. This Trademark Security Agreement has been entered into in connection with the Credit Agreement, and the Grantors and the Administrative Agent hereby acknowledge and agree that the grant of security interest hereunder to the Administrative Agent, for the ratable benefit of itself and the Lenders, and the rights and remedies of the Administrative Agent with respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by

amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or email shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement, provided, however, that the parties thereafter shall promptly deliver original signature pages one to the others (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy or email signature).

7. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

8. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.

9. Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (e) any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CHICKEN SOUP FOR THE SOUL PUBLISHING, LLC

By: 

Name: William J. Rouhana, Jr.

Title: Chief Executive Officer

CHICKEN SOUP FOR THE SOUL, LLC

By: 

Name: William J. Rouhana, Jr.

Title: Chief Executive Officer

ARDJAY ENTERPRISES, INC.

By: 

Name: William J. Rouhana, Jr.

Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

TD BANK, N.A., as Administrative Agent

By: 

Name: Mark A. Wasilefsky

Title: Vice President

[Signature page to Trademark Security Agreement]

**Schedule I**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Publication Number / Date</b>	<b>Registration Number / Date</b>	<b>Owner</b>
CHICKEN SOUP FOR LITTLE SOULS	U.S.	75/918716 / 14-Feb-2000	2732536 / 01-Jul-2003	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE CAT LOVER'S SOUL	U.S.	77/227256 / 11-Jul-2007	3397836 / 18-Mar-2008	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE DOG LOVER'S SOUL	U.S.	77/227291 / 11-Jul-2007	3397839 / 18-Mar-2008	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE GOLFER'S SOUL	U.S.	75/655293 / 19-Mar-1999	2666777 / 24-Dec-2002	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE KITTEN LOVER'S SOUL	U.S.	77/227314 / 11-Jul-2007	3397841 / 18-Mar-2008	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE PUPPY LOVER'S SOUL	U.S.	77/227339 / 11-Jul-2007	3397845 / 18-Mar-2008	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	European Community	1293646 / 31-Aug-1999	1293646 / 14-Nov-2000	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	Japan	Hei 11-77929 / 30-Aug-1999	4378486 / 21-Apr-2000	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	United Kingdom	2125491 / 03-Mar-1997	2125491 / 03-Mar-1997	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR	India	759945 / 09-May-	20-Jun-2006	Chicken Soup for the Soul Publishing, LLC



THE SOUL		1997		
CHICKEN SOUP FOR THE SOUL	India	759946 / 09-May-1997	20-Jun 2006	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	U.S.	75/305470 / 09-Jun-1997	2322138 / 22-Feb-2000	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	U.S.	75/194385 / 07-Nov-1996	2140364 / 03-Mar-1998	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	U.S.	74/636164 / 21-Feb-1995	2048194 / 25-Mar-1997	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	U.S.	76/601393 / 08-Jul-2004	3085947 / 25-Apr-2006	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE TEENAGE SOUL	U.S.	75/588032 / 13-Nov-1998	2365855 / 11-Jul-2000	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE WOMAN'S SOUL	U.S.	75/588031 / 13-Jan-1998	2365854 / 11-Jul-2000	Chicken Soup for the Soul Publishing, LLC
CHOCOLATE FOR THE ROMANTIC SOUL	U.S.	76/370006 / 12-Feb-2002	2751191 / 12-Aug-2003	Chicken Soup for the Soul Publishing, LLC
HUMAN FIGURE AND HEART LOGO	U.S.	75/858657 / 29-Nov-1999	2721757 / 03-Jun-2003	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	Australia	729026 / 04-Mar-1997	729026 / 04-Mar-1997	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	Canada	840680 / 26-Mar-1997	TMA546,104 / 01-Jun-2001	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	World Intellectual Property Org. (Madrid Protocol)	10-Dec-2009	1020496	Chicken Soup for the Soul Publishing, LLC
CHICKEN SOUP FOR THE SOUL	U.S.	09-Feb-2010	3780705	Chicken Soup for the Soul Publishing, LLC
PEOPLEJAM	U.S.	20-Jan-2009	3799887	Chicken Soup for the Soul Publishing, LLC

TRADEMARK