

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
Standard Publishing Group LLC		10/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	11175 Cicero Drive, Suite 600
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2619802	BIBLICAL CHOICES
Registration Number:	3040692	BIBLICAL CHOICES FOR A NEW GENERATION
Registration Number:	1797766	BOLD LETTER
Registration Number:	1883560	BOLD LINE
Registration Number:	3108021	BRINGING THE WORD TO LIFE
Registration Number:	1054291	CHRISTIAN STANDARD
Registration Number:	2004549	DEVOTIONS
Registration Number:	3338376	FAITH THAT STICKS
Registration Number:	2809380	FIRST VIRTUES
Registration Number:	1184726	HAPPY DAY
Registration Number:	2963555	HEARTSHAPER
Registration Number:	3149856	INSPIRALINK
Registration Number:	3056369	JESUS HELPS YOU POWER UP
Registration Number:	2379981	KIDZ CHAT

CH \$790.00 2619802

TRADEMARK

Registration Number:	2429855	LIVE WIRE
Registration Number:	1960488	ME TOO!
Registration Number:	2469070	MY GOOD NIGHT
Serial Number:	85558704	RAINBOW STUDY BIBLE
Serial Number:	85557655	RAINBOWSOFT
Registration Number:	1148906	REDI-STIX
Registration Number:	3120547	REFUGE
Registration Number:	1138376	SEEK
Registration Number:	1028964	STANDARD
Registration Number:	1054292	STANDARD
Registration Number:	3530603	STANDARD LESSON COMMENTARY
Registration Number:	2560634	STANDARD LESSON COMMENTARY
Serial Number:	85614537	STANDARD LESSON QUARTERLY
Serial Number:	85614416	STANDARD LESSON RESOURCES
Registration Number:	1144152	STICK*N*SNIFF
Registration Number:	1033851	THE LOOKOUT
Registration Number:	1171181	WEEKLY BIBLE READER

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636-015079
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	10/17/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 16, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

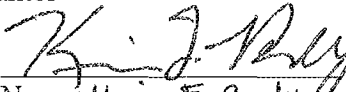
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**STANDARD PUBLISHING GROUP
LLC**

as a Grantor

By:



Name: Kevin F. Brady
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004883 FRAME: 0281**

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Lofton D. Spencer
Title: Its Duly Authorized Signatory

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)

TRADEMARK
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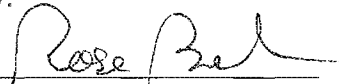
ACKNOWLEDGMENT OF GRANTOR

State of New York)

)
ss.

County of New York)

On this 13th day of October, 2012 before me personally appeared Kevin F. Brady, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STANDARD PUBLISHING GROUP LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Managing Member, as applicable, and that he or she acknowledged said instrument to be the free act and deed of said company.



Notary Public

ROSA BALESTRINO
Notary Public State of New York
No. 02BA6110093
Qualified in New York County
Commission Expires May 24, 2016

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

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