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
FC Operating, LLC		11/14/2012	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Island Branch
Street Address:	Eleven Madison Avenue
City:	New York City
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85295346	AUDAZ
Serial Number:	85613522	EDIFI
Registration Number:	1433364	FAMILY BOOKSTORES
Registration Number:	2597684	FAMILY CHRISTIAN
Serial Number:	85725463	FAMILY CHRISTIAN
Registration Number:	2272886	FAMILY CHRISTIAN PRESS
Registration Number:	2213785	FAMILY CHRISTIAN STORES
Registration Number:	3533722	FAMILY CHRISTIAN STORES
Registration Number:	3533727	FAMILY CHRISTIAN STORES
Registration Number:	1951280	FAMILY PERKS
Registration Number:	2547676	FAMILY PERKS
Registration Number:	4091850	GOOD GOERS
Serial Number:	85295270	GREATER GOODS
Serial Number:	85295317	GREATER GOODS

CH $540.00 85295346

Registration Number:	2920743	JAMES 1:27 FUND
Registration Number:	2914642	JAMES FUND
Registration Number:	1949128	PASTOR PERKS
Registration Number:	3350313	PRAYER CIRCLE FRIENDS
Registration Number:	3474163	PRAYER CIRCLE FRIENDS
Registration Number:	3350343	PRAYER CIRCLE FRIENDS
Registration Number:	3474152	PRAYER CIRCLE FRIENDS

CORRESPONDENCE DATA

Fax Number: 7132387343

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 713/220-4200

Email: pat-tmk@andrewskurth.com

Correspondent Name: Harve A. Truskett/ Andrews Kurth LLP

Address Line 1: 600 Travis, Suite 4200

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	068182
NAME OF SUBMITTER:	Theresa M. Evenbly, IP Paralegal
Signature:	/Theresa Evenbly, paralegal/
Date:	12/03/2012

Total Attachments: 4

source=Short From Trademark Security Interest Grant Executed pdf#page1.tif

source=Short From Trademark Security Interest Grant Executed pdf#page2.tif

source=Short From Trademark Security Interest Grant Executed pdf#page3.tif

source=Short From Trademark Security Interest Grant Executed pdf#page4.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **FC Operating, LLC,** a Georgia limited liability company (the "Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including Trademarks (as each are defined below); and

WHEREAS, pursuant to a Term Loan Credit Agreement dated as of November 14, 2012, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Family Christian Operating Holding, LLC, a Georgia limited liability company ("Holdings") and FCS Giftco, LLC, a Colorado limited liability company ("Giftco"), and each other Subsidiary Guarantor party thererto, the Lenders party thereto (the "Lenders") and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of the Grantor (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of November 14, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, Holdings, Giftco, and each other Subsidiary Party (as defined in the Security Agreement) and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Agent"), Grantor has agreed to grant in favor of the Agent a security interest in, and the Agent has agreed to become a secured creditor with respect to Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Agent a security interest in all of Grantor's right, title and interest in and to Trademarks, whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located.

As used herein, "Trademarks" means:

(a) all common law trademarks, trademark registrations and trademark applications, common law service marks, service mark registrations and service mark applications, trade names, corporate names, trade dress and logos, and the goodwill of the business symbolized by the foregoing, including but not limited to those registrations and applications listed on Schedule A, and all goodwill associated therewith; (b) all extensions and renewals of the foregoing; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (d) all rights to sue for past, present and future infringements of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) any and all licensing agreements or similar arrangements in and to any of the foregoing to the extent in each case such agreements and arrangements now or hereafter owned by Grantor.

TRADEMARK
REEL: 004911 FRAME: 0783

Notwithstanding anything herein to the contrary, in no event shall Trademarks include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in (i) any intent to use trademark application, or (ii) any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, Trademarks shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges that the rights and remedies of the Agent with respect to the security interest in Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

TRADEMARK
REEL: 004911 FRAME: 0784

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the 14th day of November, 2012.

FC OPERATING, LLC

By: _____
Name: R. John Pindred
Title: Chief Financial Officer

[Signature Page to Grant of Trademark Security Interest]

Schedule "A"
Trademark Rights

Mark	Country or State	Appln No.	Appln Date	Reg. No.	Reg. Date
AUDAZ	USA	85/295,346	4/14/2011		
EDIFI	USA	85/613,522	5/1/2012		
FAMILY BOOKSTORES	USA	73/591356	4/3/1986	1433364	3/17/1987
FAMILY CHRISTIAN	USA	76/266035	6/4/2001	2597684	7/23/2002
FAMILY CHRISTIAN & Design	USA	85/725,463	9/11/2012		
FAMILY CHRISTIAN PRESS	USA	75/334827	8/1/1997	2272886	8/24/1999
FAMILY CHRISTIAN STORES	North Dakota			19295400	5/23/2003
FAMILY CHRISTIAN STORES	USA	75/250655	3/3/1997	2213785	12/29/1998
FAMILY CHRISTIAN STORES & Design	Michigan			M04393	9/15/2003
FAMILY CHRISTIAN STORES (stylized)	USA	77/438845	4/3/2008	3533722	11/18/2008
FAMILY CHRISTIAN STORES (stylized)	USA	77/438972	4/3/2008	3533727	11/18/2008
FAMILY PERKS	USA	74/641334	3/2/1995	1951280	1/23/1996
FAMILY PERKS	USA	75/539,267	8/19/1998	2547676	3/12/2002
GOOD GOERS	USA	85/109410	8/17/2010	4091850	1/24/2012
GREATER GOODS	USA	85/295270	4/14/2011		
GREATER GOODS & Design	USA	85/295317	4/14/2011		
JAMES 1:27 FUND & Design	USA	78/330520	11/20/2003	2920743	1/25/2005
JAMES FUND	USA	78/330521	11/20/2003	2914642	12/28/2004
MISSION BASED ADVENTURE TRAVELS	USA	85/109,465	8/17/2010		
PASTORS PERKS	USA	74/642872	3/6/1995	1949128	1/16/1996
PRAYER CIRCLE FRIENDS	USA	78/913653	6/21/2006	3350313	12/4/2007
PRAYER CIRCLE FRIENDS	USA	78/980397	7/7/2006	3474163	7/22/2008
PRAYER CIRCLE FRIENDS & Design	USA	78/924793	7/7/2006	3350343	12/4/2007
PRAYER CIRCLE FRIENDS & Design	USA	78/980330	7/7/2006	3474152	7/22/2008