

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
SIGHT AND SOUND MINISTRIES, INC.		12/30/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Susquehanna Bank
Street Address:	1570 Manheim Pike
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17604
Entity Type:	Financial Institution: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4044697	WHERE THE BIBLE COMES TO LIFE!
Registration Number:	3859776	SIGHT & SOUND THEATRES
Registration Number:	3859775	SIGHT & SOUND
Registration Number:	2447964	NOAH'S LANDING
Registration Number:	2531551	NOAH'S LANDING
Registration Number:	2670709	MILLENNIUM THEATRE
Registration Number:	2251499	SIGHT & SOUND
Registration Number:	2253680	SIGHT & SOUND THEATRES

CORRESPONDENCE DATA

Fax Number: 7179459564
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 717-945-5745
 Email: sarahg@bcgl-law.com

OP \$215.00 4044697

Correspondent Name: Andrew F. Lucarelli, Esquire
Address Line 1: 480 New Holland Ave.
Address Line 2: Suite 6205
Address Line 4: Lancaster, PENNSYLVANIA 17602

ATTORNEY DOCKET NUMBER:	3000-192
NAME OF SUBMITTER:	Andrew F. Lucarelli
Signature:	/andy/
Date:	12/30/2013

Total Attachments: 4
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") made as of this 30th day of December, 2013 by SIGHT AND SOUND MINISTRIES, INC., a Pennsylvania corporation ("Grantor") in favor of SUSQUEHANNA BANK, its successors and/or assigns (the "Lender").

WITNESSETH

WHEREAS, Sight and Sound Ministries, Inc. and Millennium Partnership, LP (collectively, the "Borrowers") and Lender are parties to that certain Loan Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, Borrowers and Lender are parties to that certain Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") providing for the grant of a security interest in and pledge of Grantor's personal property to Lender as security for the Obligations of Borrowers to Lender;

WHEREAS, Borrowers have granted to Lender a security interest in substantially all of the assets of Borrowers, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Loan Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions of each thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its grant pursuant to the Loan Agreement and Security Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Lender.

4. Rights and Remedies: Power of Attorney. Grantor hereby covenants and agrees that, upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Loan Documents and/or permitted by law, in its exclusive discretion, in connection with the Trademarks covered hereby. Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful agent and attorney-in-fact, upon the occurrence and during the continuance of an Event of Default, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Grantor hereby ratifies all that such agent and attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement, the Loan Agreement and the Loan Documents, and until the Loan Agreement has been terminated and all of the Obligations, other than unasserted and unknown contingent indemnification obligations thereunder, have been indefeasibly paid and performed in full.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

[The remainder of this page is intentionally blank. Signatures follow.]

ATTEST/WITNESS:



SIGHT AND SOUND MINISTRIES, INC.,
a Pennsylvania corporation

By:



Name: D. Matthew Neff

Title: Co-President

Schedule I

US Trademarks Owned by Sight and Sound Ministries, Inc.

Trademark	Filing Date	Registration Date	Registration No.	Status
"WHERE THE BIBLE COMES TO LIFE" word mark	March 23, 2011	October 25, 2011	4044697	Live
"SIGHT and SOUND THEATRES" word mark	February 18, 2010	October 12, 2010	3859776	Live
"SIGHT and SOUND" word mark	February 18, 2010	October 12, 2010	3859775	Live
"NOAH'S LANDING" work mark	May 26, 2000	May 1, 2001	2447964	Dead
"NOAH'S LANDING" work mark	May 26, 2000	January 22, 2002	2531551	Dead
"MILLENNIUM THEATRE" work mark	June 12, 1998	January 7, 2003	2670709	Dead
"SIGHT and SOUND" work mark	May 26, 1998	June 8, 1999	2251499	Dead
"SIGHT and SOUND THEATRES" work mark	May 26, 1998	June 15, 1999	2253680	Dead
"MILLENNIUM THEATRE" work mark	July 18, 1997			Dead (Abandoned)