

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chicken Soup for the Soul Publishing, LLC		01/08/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
Chicken Soup for the Soul, LLC		01/08/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
Comfort Foods, LLC		01/08/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
Chicken Soup for the Pet Lover's Soul, LLC		01/08/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
Chicken Soup for the Soul Digital, LLC		01/08/2014	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Business Development Corporation of America, as Administrative Agent
Street Address:	405 Park Avenue
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4317170	CHICKEN SOUP FOR THE SOUL
Registration Number:	4222807	CHANGING YOUR WORLD ONE STORY AT A TIME
Registration Number:	4206390	CHANGING YOUR LIFE ONE STORY AT A TIME
Registration Number:	4272577	CHANGING YOUR LIFE ONE STORY AT A TIME
Registration Number:	4214365	CHANGING THE WORLD ONE STORY AT A TIME
Registration Number:	3780705	CHICKEN SOUP FOR THE SOUL
Registration Number:	3397845	CHICKEN SOUP FOR THE PUPPY LOVER'S SOUL

OP \$790.00 4317170

Registration Number:	3397841	CHICKEN SOUP FOR THE KITTEN LOVER'S SOUL
Registration Number:	3397839	CHICKEN SOUP FOR THE DOG LOVER'S SOUL
Registration Number:	3397836	CHICKEN SOUP FOR THE CAT LOVER'S SOUL
Registration Number:	3799887	PEOPLEJAM
Registration Number:	2751191	CHOCOLATE FOR THE ROMANTIC SOUL
Registration Number:	2732536	CHICKEN SOUP FOR LITTLE SOULS
Registration Number:	2721757	
Registration Number:	2666777	CHICKEN SOUP FOR THE GOLFER'S SOUL
Registration Number:	2365855	CHICKEN SOUP FOR THE TEENAGE SOUL
Registration Number:	2365854	CHICKEN SOUP FOR THE WOMAN'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
Serial Number:	86100743	BECAUSE FOOD IS MORE THAN JUST NUTRITION
Serial Number:	86133541	CHICKEN SOUP FOR LITTLE SOULS
Serial Number:	86101903	BECAUSE FOOD IS MORE THAN JUST NUTRITION
Serial Number:	86101599	CHICKEN SOUP FOR THE PET LOVER'S SOUL
Serial Number:	86034020	ALWAYS THERE FOR YOU
Serial Number:	85965458	CHICKEN SOUP FOR THE SOUL
Serial Number:	85885595	CHANGING LIVES ONE STORY AT A TIME
Serial Number:	85870315	
Serial Number:	85747158	CHICKEN SOUP FOR THE SOUL
Serial Number:	85703483	ALWAYS THERE FOR YOU

CORRESPONDENCE DATA

Fax Number: 9192868199
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036889-033 JES
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NAME OF SUBMITTER:	John E. Slaughter
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TRADEMARK

/John E. Slaughter/

Date:

01/30/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of January, 2014, among Chicken Soup for the Soul Publishing, LLC ("Borrower"), Chicken Soup for the Soul, LLC ("Parent") and the other Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors," and each individually "Grantor"), and BUSINESS DEVELOPMENT CORPORATION OF AMERICA, as agent for itself and the other 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 Parent that may become a party thereto from time to time, BUSINESS DEVELOPMENT CORPORATION OF AMERICA and each other financial institution that may become a party thereto from time to time as a lender (collectively, the "Lenders") and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, 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 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 New York.

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 Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Trademark Security 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.

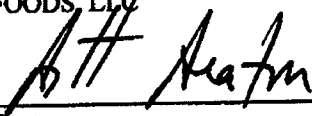
CHICKEN SOUP FOR THE SOUL PUBLISHING, LLC

By: 
Name: William J. Rouhana, Jr.
Title: Chief Executive Officer

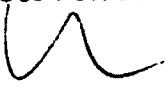
CHICKEN SOUP FOR THE SOUL, LLC

By: 
Name: William J. Rouhana, Jr.
Title: Chief Executive Officer


COMFORT FOODS, LLC

By: 
Name: Scott Seaton
Title: Chief Executive Officer

CHICKEN SOUP FOR THE PET LOVER'S SOUL, LLC

By: 
Name: William J. Rouhana, Jr.
Title: Chief Executive Officer

CHICKEN SOUP FOR THE SOUL DIGITAL, LLC

By: 
Name: William J. Rouhana, Jr.
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BUSINESS DEVELOPMENT CORPORATION OF
AMERICA, as Administrative Agent

By: RKA
Name: Robert Grunewald
Title: Chief Investment Officer

[Signature page to Trademark Security Agreement]

Schedule 1

**Chicken Soup for the Pet Lover's Soul, LLC
(Connecticut Limited Liability Company)**

U.S. Trademark

Pending Application

Mark	Appl. No.	Filing Date
BECAUSE FOOD IS MORE THAN JUST NUTRITION, IT'S ALSO ABOUT COMFORT, LOVE AND APPRECIATION	86100743	10/24/13

**Chicken Soup for the Soul Publishing, LLC
(Connecticut Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
CHICKEN SOUP FOR THE SOUL	4317170	04/09/13
CHANGING YOUR WORLD ONE STORY AT A TIME	4222807	10/09/12
CHANGING YOUR LIFE ONE STORY AT A TIME	4206390	09/11/12
CHANGING YOUR LIFE ONE STORY AT A TIME	4272577	01/08/13
CHANGING THE WORLD ONE STORY AT A TIME	4214365	09/25/12
CHICKEN SOUP FOR THE SOUL	3780705	04/27/10
CHICKEN SOUP FOR THE PUPPY LOVER'S SOUL	3397845	03/18/08
CHICKEN SOUP FOR THE KITTEN LOVER'S SOUL	3397841	03/18/08
CHICKEN SOUP FOR THE DOG LOVER'S SOUL	3397839	03/18/08
CHICKEN SOUP FOR THE CAT LOVER'S SOUL	3397836	03/18/08
PEOPLEJAM	3799887	06/08/10
CHOCOLATE FOR THE ROMANTIC SOUL	2751191	08/12/03
CHICKEN SOUP FOR THE LITTLE SOULS	2732536	07/01/03
Design only	2721757	06/03/03
CHICKEN SOUP FOR THE GOLFER'S SOUL	2666777	12/24/02
CHICKEN SOUP FOR THE TEENAGE SOUL	2365855	07/11/00
CHICKEN SOUP FOR THE WOMAN'S SOUL	2365854	07/11/00
CHICKEN SOUP FOR THE SOUL	2322138	02/22/00
CHICKEN SOUP FOR THE SOUL	2140364	03/03/98
CHICKEN SOUP FOR THE SOUL	2048194	03/25/97
CHICKEN SOUP FOR THE SOUL (DEAD)	3085947	04/25/06

Pending Applications

Mark	Appl. No.	Filing Date
CHICKEN SOUP FOR THE LITTLE SOULS	86133541	12/03/13
BECAUSE FOOD IS MORE THAN JUST NUTRITION,	86101903	10/25/13

IT'S ALSO ABOUT COMFORT, LOVE AND APPRECIATION		
CHICKEN SOUP FOR THE PET LOVER'S SOUL	86101599	10/25/13
ALWAYS THERE FOR YOU	86034020	12/03/13
CHICKEN SOUP FOR THE SOUL	85965458	06/20/13
CHANGING LIVES ONE STORY AT A TIME	85885595	03/25/13
Design only	85870315	03/07/13
CHICKEN SOUP FOR THE SOUL	85747158	10/05/12
ALWAYS THERE FOR YOU	85703483	08/14/12

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