

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FCS Acquisition, LLC		08/14/2015	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	FC Special Funding, LLC
Street Address:	6300 Powers Ferry Road
Internal Address:	Suite 600-231
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1433364	FAMILY BOOKSTORES
Registration Number:	1949128	PASTOR PERKS
Registration Number:	1951280	FAMILY PERKS
Registration Number:	2213785	FAMILY CHRISTIAN STORES
Registration Number:	2272886	FAMILY CHRISTIAN PRESS
Registration Number:	2547676	FAMILY PERKS
Registration Number:	2597684	FAMILY CHRISTIAN
Registration Number:	4334322	FAMILY CHRISTIAN
Registration Number:	3533722	FAMILY CHRISTIAN STORES
Registration Number:	4311330	GREATER GOODS
Registration Number:	4311331	GREATER GOODS

CORRESPONDENCE DATA

Fax Number: 2165665800

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

Phone: (216)566-5625

Email: mae.smith@thompsonhine.com

Correspondent Name: David Naftzinger, Esq.

TRADEMARK

Address Line 1: 127 Public Square
Address Line 2: 3900 Key Center
Address Line 4: Cleveland, OHIO 44114-1291

ATTORNEY DOCKET NUMBER:	093913.00002
NAME OF SUBMITTER:	David Naftzinger
SIGNATURE:	/David Naftzinger/
DATE SIGNED:	08/17/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
FCS ACQUISITION, LLC

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 14th day of August, 2015 by FCS Acquisition, LLC, a Georgia limited liability company (the "Pledgor"), in favor of FC Special Funding, LLC as the administrative agent under the Financing Agreement, as hereinafter defined (the "Agent"), for the benefit of the Lenders, as hereinafter defined.

1. Recitals.

The Pledgor is entering into that certain Financing Agreement, dated as of August 14, 2015 with the Agent and the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender") (as the same may from time to time be amended, restated or otherwise modified, the "Financing Agreement"). The Pledgor desires that the Lenders grant to the Pledgor the financial accommodations as described in the Financing Agreement.

The Pledgor understands that the Lenders are willing to enter into the Financing Agreement and grant the financial accommodations provided for in the Financing Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Financing Agreement and each financial accommodation granted to the Pledgor by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Financing Agreement shall have their respective meanings ascribed to them in the Financing Agreement, and (b) unless otherwise defined in the Financing Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of the Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or

any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Proceeds” means proceeds, as that term is defined in the U.C.C., and any other proceeds.

3. Grant of Security Interest. (a) In consideration of and as security for the full and complete payment of all of the Obligations, the Pledgor hereby agrees that the Agent shall at all times have, and hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Agent or the Lenders of the creation or acquisition thereof.

(b) The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Collateral made and 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.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia

5. Consent to Jurisdiction. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any U.S Federal or Georgia State Court sitting in Atlanta, Georgia in any action or proceeding arising out of or relating to any loan documents and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Nothing herein shall limit the right of the Agent or any Lender to bring proceedings against any Loan Party in the courts of any other jurisdiction. Any judicial proceeding by the Pledgor against the Agent or any Lender involving, directly or indirectly, any matter in any way arising out of, related to, or in connection with this Agreement or any other Loan Document shall be brought only in U.S Federal or Georgia State Court sitting in Atlanta, Georgia.

6. Waiver of Jury Trial. The Pledgor, the Agent and each Lender hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding

in tort, contract or otherwise) in any way arising out of, related to, or connected with this Agreement or any other Loan Document or the relationship established thereunder

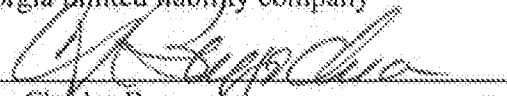
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[282157]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 5300 Paterson Ave Ste
Grand Rapids, MI
49530
Attention: General Counsel

FCS ACQUISITION, LLC,
a Georgia limited liability company

By: 
Name: Charles Bengochea
Title: President and Chief Executive Officer

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 005600 FRAME: 0937

SCHEDULE 1

Trademarks:

Mark	Country	Reg. #	Reg. Dt	App. Dt	App. #	Status	Classes	Code	Goods/Services
FAMILY BOOKSTORES	United States	143364	3/17/1987	4/3/1986	73591356	Registered	42	(1) TYPED DRAWING	Retail Store services in the field of Religious and inspirational merchandise, including books, gifts, arts and crafts, printed music, audio and video tapes, sound recordings, greeting cards, stationery, and church supplies.
PASTORS PERKS	United States	1949128	1/16/1996	3/6/1995	74/642872	Registered	42	(1) TYPED DRAWING	Retail store services at discounted pricing in the field of religious and inspirational products.
FAMILY PERKS	United States	1951280	1/23/1996	3/2/1995	74/641334	Registered	42	(1) TYPED DRAWING	Retail store services at discounted pricing in the field of religious and inspirational products.
FAMILY CHRISTIAN STORES	United States	2213785	12/29/1998	3/3/1997	75/250655	Registered	35	(1) TYPED DRAWING	Retail store services in the field of religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, children's products, stationery, church supplies, toys and games.

									textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.
FAMILY CHRISTIAN PRESS	United States	2272886	8/24/1999	8/1/1997	75/334827	Registered	9, 16	(1) TYPED DRAWING	Audio cassette tapes and CDs featuring prerecorded music, books on tapes and stories. Books; namely, bible references, Christian living, and fiction.
FAMILY PERKS	United States	2547676	3/12/2002	8/19/1998	75539267	Registered	16	(1) TYPED DRAWING	Printed award certificates. [Note: This mark was transferred to FCS by agreement dated July 25, 2007]
FAMILY CHRISTIAN	United States	2597684	7/23/2002	6/4/2001	76/266035	Registered	35	(1) TYPED DRAWING	Retail store services featuring religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, infant and children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings,

									pictures, posters and gift wrap.
FAMILY CHRISTIAN	United States	4334322	5/14/2013	9/11/2012	85/725463	Registered	35	STYLIZED AND/OR WITH DESIGN	Retail store services featuring religious and inspirational merchandise, namely, printed and recorded books, printed and recorded music, gifts, cards, videos, infant and children's products, stationery, church supplies, toys and games, textiles, jewelry, figurines, software, calendars, novelties, wall hangings, pictures, posters and gift wrap.
FAMILY CHRISTIAN STORES (Stylized)	United States	3533722	11/18/2008	4/3/2008	77438845	Registered	35	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	Retail store services featuring religious and inspirational merchandise in class 35. To protect color scheme.
GREATER GOODS	United States	4311330	4/2/2013	4/11/2011	85295850	Registered	14, 35	(4) STANDARD CHARACTER MARK	Retail store services in the field of religious and inspirational merchandise, namely gifts, textiles, jewelry, figurines and clothing. For electronic retailing services in the

									field of Christian market.
GREATER GOODS	United States	4311331	4/2/2013	4/11/2011	85295317	Registered	14, 35	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	Retail store services in the field of religious and inspirational merchandise, namely gifts, textiles, jewelry, figurines and clothing. For electronic retailing services in the field of Christian market.