

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHICKEN SOUP FOR THE SOUL, LLC		02/03/2017	Limited Liability Company: CONNECTICUT
CHICKEN SOUP FOR THE SOUL HOLDINGS, LLC		02/03/2017	Limited Liability Company: CONNECTICUT
COMFORT FOODS, LLC		02/03/2017	Limited Liability Company: CONNECTICUT
CHICKEN SOUP FOR THE PET LOVER'S SOUL, LLC		02/03/2017	Limited Liability Company: CONNECTICUT
CHICKEN SOUP FOR THE SOUL DIGITAL, LLC		02/03/2017	Limited Liability Company: CONNECTICUT
CHICKEN SOUP FOR THE SOUL PRODUCTIONS, LLC		02/03/2017	Limited Liability Company: CONNECTICUT
CHICKEN SOUP FOR THE SOUL EDITORIAL, LLC		02/03/2017	Limited Liability Company: CONNECTICUT
A SHARP INC (D/B/A A PLUS)		02/03/2017	Corporation: DELAWARE

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: 11

Property Type	Number	Word Mark
Registration Number:	5020861	CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROE
Registration Number:	5069279	CHICKEN SOUP FOR THE SOUL
Registration Number:	5046348	CHICKEN SOUP FOR THE PET LOVER'S SOUL
Registration Number:	5027869	FOR MOMENTS THAT BECOME STORIES
Registration Number:	4767157	ALWAYS THERE FOR YOU

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4752362	CHANGING LIVES ONE STORY AT A TIME
Registration Number:	4668287	CHANGING LIVES ONE STORY AT A TIME
Registration Number:	4577306	ALWAYS THERE FOR YOU
Serial Number:	86945737	FILL A BOWL... FEED A SOUL
Serial Number:	86812119	HALLWAY HEROES
Serial Number:	86616767	MOMENTS THAT BECOME STORIES

CORRESPONDENCE DATA

Fax Number: 9192868199
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: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036889.033
NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III
SIGNATURE:	/JOHN E. SLAUGHTER, III/
DATE SIGNED:	02/06/2017

Total Attachments: 7
source=2017 TM Security Agreement - Chicken Soup for the Soul, LLC et al. to Business Development Corp#page1.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of February, 2017, among Chicken Soup for the Soul, LLC ("Borrower"), Chicken Soup for the Soul Holdings, 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 dated as of January 8, 2014 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.

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.

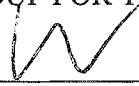
8. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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.

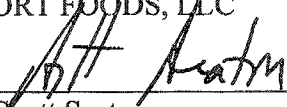
CHICKEN SOUP FOR THE SOUL, LLC

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


CHICKEN SOUP FOR THE SOUL HOLDINGS, LLC

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

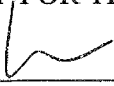
COMFORT FOODS, LLC

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

CHICKEN SOUP FOR THE SOUL PRODUCTIONS,
LLC

By: 
Name: William J. Rouhana, Jr.
Title: Executive Chairman

CHICKEN SOUP FOR THE SOUL EDITORIAL, LLC

By: _____

Name: William J. Rouhana, Jr.

Title: Chief Executive Officer

A SHARP INC (d/b/a A PLUS)

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

BUSINESS DEVELOPMENT CORPORATION OF
AMERICA, as Administrative Agent

A handwritten signature in black ink, appearing to read 'C. Pankovcin', written over a horizontal line.

By: _____

Name: Corinne Pankovcin

Title: CFO

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005983 FRAME: 0064

Schedule I

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

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
CHICKEN SOUP FOR THE SOUL'S HIDDEN HEROES and Design	5020861	08/16/16

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

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
CHICKEN SOUP FOR THE SOUL	5069279	10/25/16
CHICKEN SOUP FOR THE PET LOVER'S SOUL and Design	5046348	09/20/16
FOR MOMENTS THAT BECOME STORIES	5027869	08/23/16
ALWAYS THERE FOR YOU	4767157	07/07/15
CHANGING LIVES ONE STORY AT A TIME	4752362	06/09/15
CHANGING LIVES ONE STORY AT A TIME	4668287	01/06/15
ALWAYS THERE FOR YOU	4577306	07/29/14

Trademark Applications

Mark	Appl. No.	Filing Date
FILL A BOWL... FEED A SOUL	86945737	03/18/16
HALLWAY HEROES and Design	86812119	11/06/15
MOMENTS THAT BECOME STORIES	86616767	05/01/15