

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677695

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christianbook, LLC		09/28/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Collateral Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	6141592	CHRISTIANBOOK
Registration Number:	6151844	CHRISTIANBOOK 1-800-CHRISTIAN
Registration Number:	6141595	CHRISTIANBOOK
Registration Number:	5696515	PENNYWISE LEARNING
Registration Number:	4699632	CHRISTIANBOOK.COM
Registration Number:	4678162	CHRISTIANBOOK DISTRIBUTORS
Registration Number:	4605117	CHRISTIANBOOK.COM
Registration Number:	4937169	GOD4ME
Registration Number:	4937170	GOD4ME
Registration Number:	4547052	CHRISTIANBOOK.COM 1-800-CHRISTIAN
Registration Number:	4379569	
Registration Number:	4346438	ALLBIBLES
Registration Number:	3637226	PENNYWISELEARNING.COM
Registration Number:	3425724	CHRISTIANBOOKSDIRECT
Registration Number:	3158559	WORDKEEPER
Registration Number:	3157719	WORDKEEPER
Registration Number:	3217129	1-800-CHRISTIAN
Registration Number:	3343833	CHRISTIANBOOK.COM 1-800-CHRISTIAN
Registration Number:	2933147	CBD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2594437	CHRISTIAN BOOK DISTRIBUTORS
Registration Number:	2639594	CHRISTIANBOOK.COM
Registration Number:	2395562	WORDKEEPER
Registration Number:	2385448	THE WORD KEEPER BIBLE COVER
Registration Number:	2308121	ICHRISTIAN.COM
Registration Number:	2345221	ICHRISTIAN
Registration Number:	1713586	CHRISTIAN BOOK DISTRIBUTORS

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/29/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 28, 2021, is made by the Grantor (as identified below), in favor of BMO HARRIS BANK N.A., as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, CHRISTIANBOOK, LLC, a Delaware limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to that certain Security Agreement dated as of September 28, 2021 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent 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 Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHRISTIANBOOK, LLC, a Delaware limited liability company

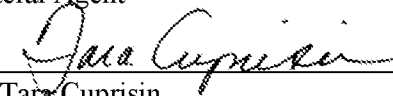
By: 

Name: Ray Hendrickson

Title: President

Accepted and Agreed:

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Tara Cuprisin
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
Christianbook, LLC	CHRISTIANBOOK	6141592	9/1/2020
Christianbook, LLC	CHRISTIANBOOK 1-800-CHRISTIAN	6151844	9/15/2020
Christianbook, LLC	CHRISTIANBOOK	6141595	9/1/2020
Christianbook, LLC	PENNYWISE LEARNING	5696515	3/12/2019
Christianbook, LLC	CHRISTIANBOOK.COM	4699632	3/10/2015
Christianbook, LLC	CHRISTIANBOOK DISTRIBUTORS	4678162	1/27/2015
Christianbook, LLC	CHRISTIANBOOK.COM	4605117	9/16/2014
Christianbook, LLC	GOD4ME	4937169	4/12/2016
Christianbook, LLC	GOD4ME	4937170	4/12/2016
Christianbook, LLC	CHRISTIANBOOK.COM 1-800-CHRISTIAN	4547052	6/10/2014
Christianbook, LLC	Design Only	4379569	8/6/2013
Christianbook, LLC	ALLBIBLES	4346438	6/4/2013
Christianbook, LLC	PENNYWISELEARNING.COM	3637226	6/16/2009
Christianbook, LLC	CHRISTIANBOOKSDIRECT	3425724	5/13/2008
Christianbook, LLC	WORDKEEPER	3158559	10/17/2006
Christianbook, LLC	WORDKEEPER	3157719	10/17/2006
Christianbook, LLC	1-800-CHRISTIAN	3217129	3/13/2007
Christianbook, LLC	CHRISTIANBOOK.COM 1-800-CHRISTIAN	3343833	11/27/2007
Christianbook, LLC	CBD	2933147	3/15/2005
Christianbook, LLC	CHRISTIAN BOOK DISTRIBUTORS	2594437	7/16/2002
Christianbook, LLC	CHRISTIANBOOK.COM	2639594	10/22/2002
Christianbook, LLC	WORDKEEPER	2395562	10/17/2000
Christianbook, LLC	THE WORD KEEPER BIBLE COVER	2385448	9/12/2000
Christianbook, LLC	ICHRISTIAN.COM	2308121	1/11/2000
Christianbook, LLC	ICHRISTIAN	2345221	4/25/2000
Christianbook, LLC	CHRISTIAN BOOK DISTRIBUTORS	1713586	9/8/1992

US Trademark Applications:

None.

Licenses under which a Grantor is an Exclusive Licensee of a Registered or Applied for Trademark:

None.