

10-22-2007



SHEET
JLY

103455146

To the Director of the U. S. Pa

Attached documents or the new address(es) below.

10-19-07

1. Name of conveying party(ies):

Christian Books Direct, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Oregon

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Christianbook.com, LLC

Internal Address: _____

Address: _____

Street Address: 140 Summit Street

City: Peabody

State: MA

Country: USA

Zip: 01960

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Massachusetts

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 5, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77029008; 77208754

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Christian Books Direct and design (#77029008); Christian Books Direct and design (#77208754)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Eric S. Johnson

Internal Address: _____

Street Address: 436 Still River Road

City: Bolton

State: MA

Zip: 01740

Phone Number: 978-779-5255

Fax Number: 978-779-2722

Email Address: esj@attorneyjohnson.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

01000103 77029008

40.00 DP
25.00 DP

9. Signature:

Eric S. Johnson

Signature

10/16/2007

Date

Eric S. Johnson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003645 FRAME: 0132

10/19/2007 08:51:02
01 FD: 0521
02 FD: 0522

EXHIBIT "C"
Assignment of Trademarks

Assignment made this 5th day of September, 2007 by and between **CHRISTIAN BOOKS DIRECT LLC**, of 601 N. Larch St., Sisters OR 97759, (hereinafter referred to as "Assignor"), and **CHRISTIANBOOK.COM, LLC**, of 140 Summit Street, Peabody, Massachusetts 01960 (hereinafter referred to as "Assignee").

Whereas, Assignor owns the federal intent-to-use trademark application Serial No. 77029008 and has adopted, used, and is using the trademark identified in application Serial No. 77208754 for which Assignor has filed applications for registration in the United States Patent and Trademark Office; and

Whereas, Assignee desires to acquire all right, title, and interest in and to such trademarks, the applications for registration thereof, and all good will of the business associated with such trademarks and Assignor is willing to assign to Assignee all such right, title, and interest.

Now, therefore, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title, and interest in and to the trademarks described herein, together with the good will of the business symbolized by such trademarks, and the applications for registration of thereof.

Assignor shall provide to Assignee reasonable cooperation and assistance, including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may reasonably be required (a) in connection with the prosecution of the applications for registration referred to herein and/or any application for the renewal of such registrations; (b) in the prosecution and defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the trademarks referred to herein and/or the applications for registration thereof, including, without limitation, testifying as to any facts relating thereto; (c) in obtaining any additional protection for the trademarks referred to herein that Assignee may reasonably deem appropriate in the United States or any and all foreign nations; and in the implementation and perfection of this Agreement.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals.

ASSIGNEE:
Christianbook.com, LLC

By 
Ray Hendrickson, Manager

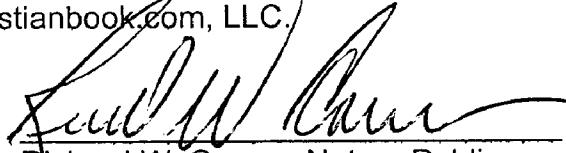
ASSIGNOR:
Christian Books Direct, LLC

By 
Jason T. Wandersee, Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex
September 4, 2007

On this day, before me, the undersigned notary public, personally appeared Ray Hendrickson, Manager of Christianbook.com, LLC, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached documents or documents, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Manager of Christianbook.com, LLC.

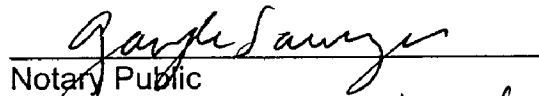


Richard W. Corner, Notary Public
My Commission Expires:
August 8, 2014

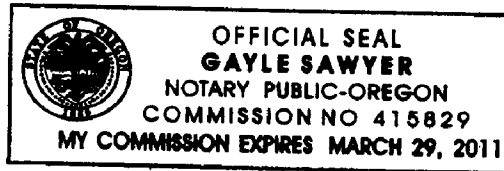
OREGON

Deschutes County
[INSERT DATE] September 6, 2007

On this day, before me, the undersigned notary public, personally appeared Jason T. Wandersee, Manager of , proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached documents or documents, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Manager of Christian Books Direct LLC.



Notary Public
My Commission Expires: March 29, 2011



ERIC S. JOHNSON
Attorney at Law
436 STILL RIVER ROAD
BOLTON, MASSACHUSETTS 01740

TELEPHONE (978) 779-5255
FACSIMILE (978) 779-2722

October 16, 2007

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, Virginia 22313-1450

RE: Christianbook.com, LLC/
Recordation Form Cover Sheet
(Trademarks)

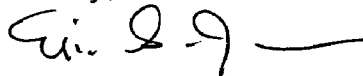
Dear Sir/Madam:

Please find enclosed herewith for recordation the following:

1. Recordation Form Cover Sheet (Trademarks);
2. Assignment of Trademarks; and
3. Check in the amount of \$65.00 for the recordation fee for assignment of two (2) applications.

Kindly contact me if there are any questions or if you require any additional information. Thank you for your assistance.

Sincerely,



Eric S. Johnson

ESJ: em
Encl.
cc: Richard Corner