

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Church Development Fund, Inc.		09/21/2007	nonprofit religious corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, LLC		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2422277	CHURCH DEVELOPMENT FUND	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-799-4000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton, Esq. - DLA PIPER US LLP		
Address Line 1:	500 8th Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	358171-9		
NAME OF SUBMITTER:	Ryan C. Compton, Esq.		
Signature:	/Ryan C. Compton/		
Date:	10/02/2007		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2007, is made by **CHURCH DEVELOPMENT FUND, INC.**, a California nonprofit religious corporation ("Grantor"), in favor of **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 29, 2007 by and among Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make Advances subject to and in accordance with the terms and conditions of the Loan Agreement and the other Loan Documents;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the trademarks and trademark licenses to which Grantor is a party, including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, but excluding in all cases Excluded Cash Reserves.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the continuing security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that on the date hereof (a) Schedule 1 hereto accurately and completely lists all of the trademarks in which Grantor has a federal registration with the United States Patent and Trademark Office and (b) Grantor holds all right, title and interest to such trademarks.

[signature page follows]

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

CHURCH DEVELOPMENT FUND, INC.,
a California nonprofit religious corporation

By: Thomas P. McGlinchey
Name: Thomas P. McGlinchey
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC

By: J. D. McNeil
Name: McNeil MOK
Title: AVP

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

<i>Type</i>	<i>Description</i>	<i>Registration #</i>
Trade Mark	Service mark for CHURCH DEVELOPMENT FUND	2422277

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