

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
Chicken Soup for the Soul Publishing, LLC		04/04/2008	LIMITED LIABILITY COMPANY: CONNECTICUT
Chicken Soup for the Soul, LLC		04/04/2008	LIMITED LIABILITY COMPANY: CONNECTICUT
Ardjay Enterprises, Inc.		04/04/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	214 N. Tryon Street, 14th Floor
Internal Address:	Special Situations Finance - NC1-027-14-01
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2732536	CHICKEN SOUP FOR LITTLE SOULS
Registration Number:	3397836	CHICKEN SOUP FOR THE CAT LOVER'S SOUL
Registration Number:	3397839	CHICKEN SOUP FOR THE DOG LOVER'S SOUL
Registration Number:	2666777	CHICKEN SOUP FOR THE GOLFER'S SOUL
Registration Number:	3397841	CHICKEN SOUP FOR THE KITTEN LOVER'S SOUL
Registration Number:	3397845	CHICKEN SOUP FOR THE PUPPY LOVER'S SOUL
Registration Number:	2322138	CHICKEN SOUP FOR THE SOUL
Registration Number:	2140364	CHICKEN SOUP FOR THE SOUL
Registration Number:	2048194	CHICKEN SOUP FOR THE SOUL
Registration Number:	3085947	CHICKEN SOUP FOR THE SOUL

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Registration Number:	2365855	CHICKEN SOUP FOR THE TEENAGE SOUL
Registration Number:	2365854	CHICKEN SOUP FOR THE WOMAN'S SOUL
Registration Number:	2751191	CHOCOLATE FOR THE ROMANTIC SOUL
Registration Number:	2721757	

CORRESPONDENCE DATA

Fax Number: (202)682-3580
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2026823500
Email: jrynkiewicz@kayescholer.com
Correspondent Name: John P. Rynkiewicz
Address Line 1: 901 Fifteenth Street, N.W.
Address Line 2: Kaye Scholer LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	03283-0011
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	04/14/2008

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of April, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF AMERICA, N.A., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Chicken Soup for the Soul Publishing, LLC, a Connecticut limited liability company (the "Administrative Borrower") and each of the Administrative Borrower's subsidiaries party thereto as borrowers (together with the Administrative Borrower, the "Borrowers", and each individually, a "Borrower"), and Chicken Soup for the Soul, LLC, a Connecticut limited liability company ("Parent"), as a loan party, the other loan parties party thereto, the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, 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, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, continuing security interests in all of such 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 its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(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;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured 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 Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

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 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 Agent unilaterally to modify this 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 Agent's continuing security interest in all 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. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by the Agent with respect to any Collateral hereunder are subject to the provisions of the Subordination and Intercreditor Agreement, dated as of April 4, 2008 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"), among the Grantors from time to time party thereto, Wells Fargo Foothill, LLC, as Senior Agent, Bank of America, N.A., as Senior Subordinated Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms and provisions of the Intercreditor Agreement and the terms and provisions of this Agreement, the terms and provisions of the Intercreditor Agreement shall govern and control.

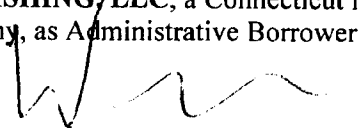
8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). 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. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature Page Follows]

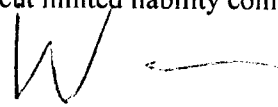
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

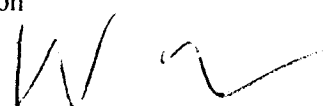
CHICKEN SOUP FOR THE SOUL PUBLISHING, LLC, a Connecticut limited liability company, as Administrative Borrower

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

CHICKEN SOUP FOR THE SOUL, LLC, a Connecticut limited liability company

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

ARDJAY ENTERPRISES, INC., a New York corporation

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

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.

GRANTORS:

CHICKEN SOUP FOR THE SOUL PUBLISHING, LLC, a Connecticut limited liability company, as Administrative Borrower

By: _____
Name: _____
Title: _____

CHICKEN SOUP FOR THE SOUL, LLC, a Connecticut limited liability company


By: _____
Name: _____
Title: _____

ARDJAY ENTERPRISES, INC., a New York corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Peter Sherman
Title: Managing Director

Schedule I

Trademarks

CHICKEN SOUP FOR LITTLE SOULS

Application Number/Country: 081299-0249938: United States of America

Class(es): 09 IN, 16 IN

Publication Number/Date: 75/918716: 14-Feb-2000

Status: REGISTERED

Registration Number/Date: 2732536: 01-Jul-2003

Next Renewal: 01-Jul-2013

Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE CAT LOVER'S SOUL

Application Number/Country: 081299-0316362: United States of America

Class(es): 31

Publication Number/Date: 77/227256: 11-Jul-2007

Status: REGISTERED

Registration Number/Date: 3397836: 18-Mar-2008

Next Renewal:

Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE DOG LOVER'S SOUL

Application Number/Country: 081299-0316359: United States of America

Class(es): 31

Publication Number/Date: 77/227291: 11-Jul-2007

Status: REGISTERED

Registration Number/Date: 3397839: 18-Mar-2008

Next Renewal:

Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE GOLFER'S SOUL

Application Number/Country: 081299-0257033: United States of America

Class(es): 16 IN

Publication Number/Date: 75/655293: 19-Mar-1999

Status: REGISTERED

Registration Number/Date: 2666777: 24-Dec-2002

Next Renewal: 24-Dec-2012

Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE KITTEN LOVER'S SOUL

Application Number/Country: 081299-0316366: United States of America

Class(es): 31

Publication Number/Date: 77/227314: 11-Jul-2007

Status: REGISTERED

Registration Number/Date: 3397841: 18-Mar-2008
Next Renewal:
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE PUPPY LOVER'S SOUL
Application Number/Country: 081299-0316364: United States of America
Class(es): 31
Publication Number/Date: 77/227339: 11-Jul-2007
Status: REGISTERED
Registration Number/Date: 3397845: 18-Mar-2008
Next Renewal:
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL
Application Number/Country: 081299-0152728: European Community
Class(es): 16 IN, 25 IN, 9 IN
Publication Number/Date: 1293646: 31-Aug-1999
Status: REGISTERED
Registration Number/Date: 1293646: 14-Nov-2000
Next Renewal: 31-Aug-2009
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL
Application Number/Country: 081299-0152729: Japan
Class(es): 16 IN
Publication Number/Date: Hei 11-77929: 30-Aug-1999
Status: REGISTERED
Registration Number/Date: 4378486: 21-Apr-2000
Next Renewal: 21-Apr-2010
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL
Application Number/Country: 081299-0151352: United Kingdom
Class(es): 16 IN
Publication Number/Date: 2125491: 03-Mar-1997
Status: REGISTERED
Registration Number/Date: 2125491: 03-Mar-1997
Next Renewal: 03-Mar-2017
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL
Application Number/Country: 081299-0151349: India
Class(es): 16 IN
Publication Number/Date: 759945: 09-May-1997
Status: PUBLISHED

Registration Number/Date: 20-Jun-2006
Next Renewal: 09-May-2007 (Currently in process of renewal)
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL

Application Number/Country: India
Class(es): 9 IN
Publication Number/Date: 759946: 09-May-1997
Status: REGISTERED
Registration Number/Date: 20-Jun-2006
Next Renewal: 09-May-2017
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL

Application Number/Country: 081299-0247608: United States of America
Class(es): 21 IN, 25 IN, 9 IN
Publication Number/Date: 75/305470: 09-Jun-1997
Status: REGISTERED
Registration Number/Date: 2322138: 22-Feb-2000
Next Renewal: 22-Feb-2010
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL

Application Number/Country: 081299-0248636: United States of America
Class(es): 16 IN
Publication Number/Date: 75/194385: 07-Nov-1996
Status: REGISTERED
Registration Number/Date: 2140364: 03-Mar-1998
Next Renewal: 03-Mar-2008
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL

Application Number/Country: 081299-0249402: United States of America
Class(es): 41, 42
Publication Number/Date: 74/636164: 21-Feb-1995
Status: REGISTERED
Registration Number/Date: 2048194: 25-Mar-1997
Next Renewal: 25-Mar-2017
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL

Application Number/Country: 081299-0310442: United States of America
Class(es): 005 IN
Publication Number/Date: 76/601393: 08-Jul-2004
Status: REGISTERED

Registration Number/Date: 3085947: 25-Apr-2006
Next Renewal: 25-Apr-2016
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE TEENAGE SOUL

Application Number/Country: 081299-0248236: United States of America
Class(es): 16 IN
Publication Number/Date: 75/588032: 13-Nov-1998
Status: REGISTERED
Registration Number/Date: 2365855: 11-Jul-2000
Next Renewal: 11-Jul-2010
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE WOMAN'S SOUL

Application Number/Country: 081299-0248237: United States of America
Class(es): 16 IN
Publication Number/Date: 75/588031: 13-Jan-1998
Status: REGISTERED
Registration Number/Date: 2365854: 11-Jul-2000
Next Renewal: 11-Jul-2010
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHOCOLATE FOR THE ROMANTIC SOUL

Application Number/Country: 081299-0284662: United States of America
Class(es): 30 IN
Publication Number/Date: 76/370006: 12-Feb-2002
Status: REGISTERED
Registration Number/Date: 2751191: 12-Aug-2003
Next Renewal: 12-Aug-2013
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

HUMAN FIGURE AND HEART LOGO

Application Number/Country: 081299-0257038: United States of America
Class(es): 14 IN, 16 IN, 21 IN, 25 IN, 28 IN, 29 IN, 9 IN
Publication Number/Date: 75/858657: 29-Nov-1999
Status: REGISTERED
Registration Number/Date: 2721757: 03-Jun-2003
Next Renewal: 03-Jun-2013
Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL

Application Number/Country: 081299-0151351: Australia
Class(es): 16 IN
Publication Number/Date: 729026: 04-Mar-1997
Status: REGISTERED
Registration Number/Date: 729026: 04-Mar-1997

Next Renewal: 04-Mar-2017

Current Owner(s): Chicken Soup for the Soul Publishing, LLC

CHICKEN SOUP FOR THE SOUL

Application Number/Country: 081299-0151346: Canada

Class(es): 16 IN, 41 IN

Publication Number/Date: 840680: 26-Mar-1997

Status: REGISTERED

Registration Number/Date: TMA546,104: 01-Jun-2001

Next Renewal: 01-Jun-2016

Current Owner(s): Chicken Soup for the Soul Publishing, LLC