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ACCOM 101233488 TRADEMARK ASSIGNMENT

TO: THE COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
WASHINGTON, DC 20231

RECEIVED
1999 DEC 13 AM 9:30
OPR/FINANCE

Re: Registration Number:
2,158,494

1. The name of the party conveying the interest is:

Integrity Incorporated (Corporation)
1000 Cody Road
Mobile, AL 36695

2. The name and address of the party receiving the interest is:

Word Music Group, Inc. (Corporation)
25 Music Square West
Nashville, TN 37203

3. The nature of conveyance is: Assignment.

4. Each trademark number against which the Assignment is to be filed is:

2,158,494

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:

Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219
Attn: Steven A. King

6. There is one (1) registration identified in this cover sheet and the fee for recording the Assignment is \$ 40.00 and such fee is enclosed.

7. The Assignment that gave rise to the interest being granted in the above-referenced patent(s) was executed by Integrity Incorporated on November 19, 1999.

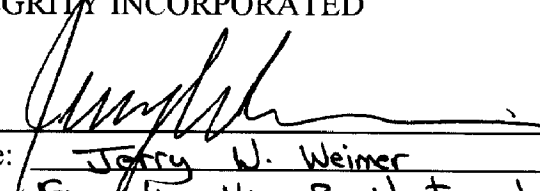
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8. The assignee of the patent(s) is domiciled in the United States.
9. To the best of the undersigned's knowledge and belief, the information contained in this cover sheet is true and correct and any copy submitted is a true copy of the original document.

INTEGRITY INCORPORATED

By: 
Name: Jerry W. Weimer
Its: Executive Vice President and COO

ASSIGNMENT OF TRADEMARK

For and in consideration of receipt of the sum of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

Integrity Incorporated, a Delaware corporation ("Assignor"), hereby grants, assigns and conveys to Word Music Group, Inc., a Tennessee corporation ("Assignee"), absolutely and without reservation of any kind, Assignor's entire worldwide right, title and interest in and to the name and mark "Adventures of the Royal Academy" (the "Trademark"), including, without limitation, (i) all right, title and interest in or to any trademark, trade name, service mark, copyright or other intellectual property right related to the Trademark, (ii) any registration or application for registration of any of the foregoing (including, without limitation, Registration No. 2,158,494 as filed in the United States Patent and Trademark Office), (iii) all rights to use the Trademark for any purpose whatsoever, or to license the use thereof, (iv) all rights to administer, promote or exploit the Trademark for any purpose whatsoever, (v) all rights to revenues or royalties from the Trademark from whatever source, (vi) all rights to sue for past, present or future infringement of any right in connection with the Trademark (and all rights corresponding thereto), (vii) all goodwill associated with the Trademark and (viii) all rights to apply for and obtain one or more registrations of copyright, trade name, trademark or service mark with respect to the Trademark, all in Assignee's name, together with all rights to renewals, extensions, reissues, divisions, continuations and continuations-in-part of any such copyright, trade name, trademark or service mark, and forever releases and remises for Assignor and Assignor's heirs and assigns, any right to do any of the foregoing, all without the necessity of any further consideration.

[Remainder of page intentionally left blank.]

Dated this 19th day of November, 1999.

INTEGRITY INCORPORATED

By: *Jerry W. Weimer*
Name: Jerry W. Weimer
Its: Executive Vice President and COO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Jerry W. Weimer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the EVP and COO of Integrity Incorporated, a Delaware corporation, the within named bargainer, and that he, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation himself as its EVP and COO.

WITNESS my hand and seal at office in Nashville, Tennessee this 19th day of November, 1999.

Carla G. Balow
Notary Public

My Commission Expires: 9/29/01