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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Integrity Incorporated

1-4-02

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Hills Christian Life Centre

Internal Address:

Street Address: P.O. Box 1195 Castle Hill, NSW

City: 1765 State: Australia Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Australian Organization

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Grant Back License

Execution Date: September 12, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,448,920

Additional number(s) attached Yes No

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

Name: J. Ralph King

Internal Address: 014-131

Street Address: King & Schickli PLLC

247 North Broadway

City: Lexington State: KY Zip: 40507

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 11-0978

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Ralph King, Reg. No. 22,489 Name of Person Signing

J. Ralph King Signature

17 OCT 2001 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/11/2002 BAHMED1 00000182 110978 2448920 01 FC:481 40.00 CH

TRADEMARK REEL: 002420 FRAME: 0923

CONFIDENTIAL

**SHOUT TO THE LORD TRADEMARK AGREEMENT**

WHEREAS, **INTEGRITY INCORPORATED**, a Delaware for profit U.S. corporation with a principal place of business at 1000 Cody Road, Mobile, Alabama 36695 (hereinafter referred to as **INTEGRITY**), is the owner of the full and exclusive right, title and interest in and to the Trademark **SHOUT TO THE LORD®**, and the corresponding U.S. Trademark Registration 2,448,920 (the '920 Mark) in International Classes 9 and 16 for the '920 Mark;

WHEREAS, **INTEGRITY** has not abandoned the '920 Mark and has otherwise maintained the validity of the '920 Mark and its registration;

AND WHEREAS, **HILLS CHRISTIAN LIFE CENTRE**, an Australian organization, trading as Hillsong Music Australia (**HMA**) and having a place of business at P.O. Box 1195, Castle Hill, NSW 1765, Australia is desirous of acquiring the entire right, title and interest in and to the '920 Mark and its said U.S. Trademark '920 Registration, as well as all other related composite Marks incorporating the '920 Mark as a primary component thereof, including **SHOUT TO THE LORD KIDS™** [collectively the "Marks."]

AND WHEREAS, the parties now contemplate a Manufacturing and Distribution Agreement dated July 1, 2001 to be executed contemporaneously herewith, and made retroactive to July 1, 2001, the execution of which is a material condition of this Agreement pursuant to Section 12.8 thereof;

NOW, THEREFORE, for good and valuable consideration, in the amount of Eight Thousand United States dollars (U.S.\$8,000.00) the adequacy of which is hereby acknowledged, **INTEGRITY** does hereby formally assign and transfer unto **HMA** and its successors and assigns, all right, title and

interest in and to the Marks, and to U.S. Registration 2,448,920, and any and all other registrations for Marks incorporating the '920 Mark, together with the business and goodwill connected therewith and as symbolized by the Marks;

FURTHER, HMA hereby grants to INTEGRITY the right to use the Marks on present INTEGRITY created products already bearing the Marks, in the form in which the Marks currently appear. The INTEGRITY products already bearing the Marks are listed in Exhibit A;

FURTHER, INTEGRITY will properly use the ® notation to protect the Marks, including for the benefit of HMA;

FURTHER, HMA agrees that it will not during the term of the afore referenced Manufacturing and Distribution Agreement dated July 1, 2001, license the Marks for use by third parties without consultation with INTEGRITY;

AND FURTHER, INTEGRITY and HMA agree for HMA, as the owner of the Marks and the Registration(s), to control the nature and quality of all products and services bearing the '920 Mark, based on the measured consistency with the past products as reasonably interpreted, and for INTEGRITY to serve as the Administrator of the Marks in the U.S. to facilitate their protection in that country.

THIS AGREEMENT, is entered into and is to be interpreted in accordance with the laws of the State of Tennessee, U.S.A. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the state or federal courts located in Davidson County, Tennessee, all parties hereby submitting themselves to the jurisdiction of such courts for such purpose. Service of process in any action between the parties may be made by registered or certified mail addressed to the party's then-current addresses for notice as described herein. If delivery is refused, service shall become effective 30 days following the date of refusal. Any such mail service shall be deemed to have the same force and effect as personal service within the State of Tennessee.



EXHIBIT A

Shout To The Lord	08952/4/7/8, 09705/7/8, 19775/7/8/9, 12650/1
Shout To The Lord 2000	14241/2/3/4/7/9, 14780, 14790
Shout To The Lord Platinum	18672/4/6
Shout To The Lord Portuguese	18502/4
Shout To The Lord Kids	18692/4/6/9
Shout To The Lord Kids #2	20340/2/4/6/9
Shout To The Lord Spanish	20602/4
Songs 4 Worship Shout To The Lord	17662/4