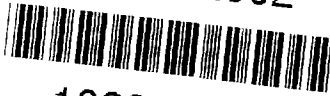


03-06-2002



102003042
TRADEMARK

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Brentwood-Benson Music Publishing
741 Cool Springs Blvd.
Franklin, TN 37067

*MRB
2-12-02*

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

2. Name and address of receiving party(ies)

Name: New Spring Publishing
Street Address: 741 Cool Springs Blvd
City: Franklin ST: TN ZIP 37067

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

3. Nature of conveyance:

Assignment

Execution Date: March 21, 1997

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

A. Trademark Application No.(s): B. Trademark No.(s): 1,240,944
Additional numbers attached? Yes No

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

Name: WADDEY & PATTERSON
BANK OF AMERICA PLAZA SUITE 2020
414 UNION STREET
NASHVILLE, TN 37219

Customer No. 23456

6. Total number of applications and trademarks involved: 1

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

The fee is enclosed

8. Deposit account number: 23-0035

(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.

Edward D. Lanquist, Jr.

Signature

1/17/02

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

03/05/2002 TBIAZI 00000117 1240944
01 FC:481 40.00 DP

TRADEMARK
REEL: 002453 FRAME: 0678

ASSIGNMENT

This Assignment, dated March 21, 1997 is made by and between Brentwood-Benson Music Publishing, Inc., a Tennessee corporation doing business as John T. Benson Publishing Co., Paragon Music Corp. and Singspiration Music (the "Assignor"), on the one hand and New Spring Publishing, Inc., a Tennessee corporation (the "Assignee"), on the other hand.

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. **Assignment of Rights:** Assignor hereby irrevocably assigns, conveys and transfers to Assignee, its successors and assigns, all present and future right, title, interest and benefit throughout the universe, including but not limited to all copyrights, in and to the Works (as defined below), for the full term thereof, and any renewals, extensions, restorations and/or continuations of the term or terms of such copyrights, whether vested, contingent or reversionary under any copyright law now or hereafter in force and effect anywhere in the universe, and all other rights in the Works of any nature, whether or not known, and any legal, beneficial or equitable right to the use or ownership of the Works in any and all fields of use now or hereafter existing throughout the universe, by any means or technology now known or hereafter developed, including but not limited to the rights to reproduce, adapt, transform, derive, distribute, perform, record, and to administer and otherwise exploit the Works and create and exploit all derivative works based on the Works in any medium or by any manner, now or hereafter developed throughout the universe, and to authorize others to do any or all of the foregoing, as well as all causes of action, including those of infringement arising from the date of creation of each such Work, whether now known or unknown to Assignor or Assignee, and all the proceeds from the foregoing accrued and unpaid and hereafter accruing from the use of the Works, to be held and enjoyed by Assignee, its licensees, designees, successors and assigns, fully, entirely and absolutely. Assignor also hereby irrevocably assigns, conveys and transfers to Assignee, its successors and assigns, all present and future rights throughout the universe in and to all other items of intangible personal property owned by Assignor relating to the Works, including, but not limited to, all present and future rights throughout the universe in and to the trademarks and/or trade names John T. Benson Publishing Co., Paragon Music Corp. and Singspiration Music which are used by Assignor in connection with the Works and the goodwill associated therewith.

2. **"Works":** For the purpose of this Assignment, the "Works" shall mean:

(a) all musical compositions, or portions thereof, which are listed on Schedules "A" through "C" annexed hereto; and

(b) all arrangements or portions of the musical compositions referred to in (a) above, including but not limited to all cues, titles, lyrics, libretti, music, musical scores, arrangements, adaptations, editions, translations, annotations, and other versions thereof and all other works derived in whole or in part from the foregoing, whether claimed or registered as a musical composition or as part of a dramatico-musical work consisting of lyrics and/or music and all abridgements, condensations, revisions, interpolations, versions, collections, compilations and adaptations thereof, whether registered or unregistered, published or unpublished, and all underlying materials and derivatives of all of the foregoing in any form, medium or embodiment.

3. **Governing Law:** This Assignment shall be governed, as applicable, by the laws of the United States and by the internal laws of the State of Tennessee irrespective of its choice of law provision.

4. **Severability:** If any part or provision of this Assignment is determined by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder of this Assignment shall continue with full force and effect.

This Assignment shall be binding upon and enforceable against the administrators, successors, representatives and assigns of the undersigned.

Brentwood-Benson Music Publishing, Inc. doing business as
John T. Benson Publishing Co., Paragon Music Corp., and
Singspiration Music

By: *T. Bogan*
Title: Chief Financial Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said county and state, Tom Bogan, with whom I am personally acquainted, and who acknowledged under oath that he/she executed the foregoing Assignment of Copyright for the purposes therein contained.

WITNESS my hand and official seal at office on this the

25th day of September, 1998.

My Commission Expires:

My Commission Expires JAN. 29, 2000

A. R. Dullett
Notary Public