

09-06-2002



102213396  
**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

RECORDS SECTION  
JUN 29 AM 7:39

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New 0829-02
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
 City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/05/2002 TDIAZI 00000153 76153876

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 2576 FRAME: 0378**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

314-259-2619

Name

Daniel A. Crowe, Esq.

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway,

Address (line 3)

Suite 3600

Address (line 4)

St. Louis, Missouri 63102

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

#

10

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76153876

75793810

**Number of Properties**

Enter the total number of properties involved

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

02-4467

Authorization to charge additional

Yes

No

fees:

**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. Charges to deposit account are authorized, as indicated herein.

Daniel A. Crowe

Name of Person Signing

Signature

8-23-02

Date Signed

## GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Grant of Security Interest in Intellectual Property ("Grant") is made and entered into as of June 28, 2002 by and between **M2 COMMUNICATIONS, L.L.C.** ("the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Grantee").

WHEREAS, Grantor is the owner of all right, title and interest in, to and under the intellectual property set forth on Schedules A, B and C attached hereto ("Intellectual Property Collateral");

WHEREAS, pursuant to that certain Credit Agreement by and among Borrower, Integrity Incorporated (n/k/a Integrity Media, Inc.), Lenders and Administrative Agent dated as of April 25, 2001 (as the same has been, and may be further, amended from time to time, the "Credit Agreement"), Grantor executed and delivered that certain Security and Pledge Agreement for the benefit of Administrative Agent and the Lenders of even date herewith (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to grant a first priority security interest in certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor is therefore willing to grant to Grantee a first priority security interest in and lien upon the Intellectual Property Collateral.

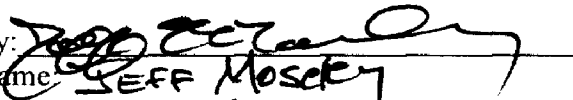
NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a first priority security interest in, and a lien upon, all of Grantor's right, title and interest in and to the Intellectual Property Collateral including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations (as such term is defined in the Security and Pledge Agreement by and between Grantor and Grantee dated June 28, 2002 ("Security Agreement")) of the Grantor and shall be effective as of the date first written above.

This Grant has been made in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, as amended, all terms and provisions of which hereby being incorporated by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, as amended, the provisions of the Security Agreement shall govern. All capitalized terms used herein but not defined herein are used with the meanings given them in the Credit Agreement or Security Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Grant of Security Interest in Intellectual Property to be duly executed and delivered as of the day and year first above written.

**M2 COMMUNICATIONS, LLC**

By:   
Name: JEFF Mosley  
Title: GOUVERNOR

**LASALLE BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have caused this Grant of Security Interest in Intellectual Property to be duly executed and delivered as of the day and year first above written.

**M2 COMMUNICATIONS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**LASALLE BANK NATIONAL ASSOCIATION**

By: Margaret Dierkes  
Name: MARGARET C DIERKES  
Title: COMMERCIAL BANKING OFFICER

## SCHEDULE A

### Copyright Collateral

#### Master Recordings:

<b>Song Name</b>	<b>Master</b>
He Is Exalted	Parable - Great Is The Lord
And Can It Be	Parable - Great Is The Lord
Jesus, Name Above All Names	Parable - Great Is The Lord
Shout To The Lord	Parable - Great Is The Lord
Lord I Lift Your Name on High	Parable - Great Is The Lord
I Know Whom I Have Believed	Parable - Great Is The Lord
Give Thanks	Parable - Great Is The Lord
As The Deer	Parable - Great Is The Lord
I Love You Lord	Parable - Great Is The Lord
Great Is The Lord	Parable - Great Is The Lord
I Will Call Upon The Lord	Parable - Great Is The Lord
Hands & Feet	Parable - Extreme For Jesus - Worship
Oh Jesus	Parable - Extreme For Jesus - Worship
I'm Not Ashamed	Parable - Extreme For Jesus - Worship
Deeper	Parable - Extreme For Jesus - Worship
I Will Exalt Your Name	Parable - Extreme For Jesus - Worship
I Could Sing Of Your Love Forever	Parable - Extreme For Jesus - Worship
Praise Song	Parable - Extreme For Jesus - Worship
Let Everything That Has Breath	Parable - Extreme For Jesus - Worship
Yes, I Believe In God	Parable - Extreme For Jesus - Worship
Open The Eyes Of My Heart	Parable - Extreme For Jesus - Worship
O Come All Ye Faithful	Parable - Celebrate Jesus
Hark, The Herald Angels Sing	Parable - Celebrate Jesus
Silent Night	Parable - Celebrate Jesus

O Come, O Come, Emmanuel	Parable - Celebrate Jesus
Mary Did You Know	Parable - Celebrate Jesus
When Love Came Down	Parable - Celebrate Jesus
What Child Is This	Parable - Celebrate Jesus
Gloria	Parable - Celebrate Jesus
Emmanuel	Parable - Celebrate Jesus
Breath Of Heaven	Parable - Celebrate Jesus
Have Yourself A Merry Little Christmas	Parable - Celebrate Jesus
Come Now Is The Time To Worship	Parable - Psalms
Better Is One Day	Parable - Psalms
We Want To See Jesus Lifted High	Parable - Psalms
Psalms 36 (Your Love O Lord)	Parable - Psalms
We Will Glorify	Parable - Psalms
You Are My All In All	Parable - Psalms
Psalms Twenty-Three	Parable - Psalms
Lord I Give You Me	Parable - Psalms
Did You Feel The Mountains Tremble	Parable - Psalms
I Could Sing Of Your Love Forever	Parable - Psalms
Be Glorified	Parable - Psalms
Crown Him With Many Crowns	Parable - Hymns of The Redeemer
My Jesus, I Love Thee	Parable - Hymns of The Redeemer
Blessed Assurance	Parable - Hymns of The Redeemer
What A Friend We Have In Jesus	Parable - Hymns of The Redeemer
O, How I Love Jesus	Parable - Hymns of The Redeemer
Tis So Sweet To Trust In Jesus	Parable - Hymns of The Redeemer
Joyful, Joyful, We Adore Thee	Parable - Hymns of The Redeemer
All Hail The Power Of Jesus' Name	Parable - Hymns of The Redeemer
Fairest Lord Jesus	Parable - Hymns of The Redeemer

Jesus, The Very Thought Of Thee	Parable - Hymns of The Redeemer
In The Deep, Deep Love Of Jesus	Parable - Hymns of The Redeemer
There Is A Redeemer	Parable - Hymns of The Redeemer
Sing We Noel	Parable - The Wonders Of His Love
Do You hear What I Hear?	Parable - The Wonders Of His Love
God Rest Ye Merry Gentlemen	Parable - The Wonders Of His Love
Silver And Gold	Parable - The Wonders Of His Love
The First Noel	Parable - The Wonders Of His Love
Away In A Manger	Parable - The Wonders Of His Love
Joy To The World!	Parable - The Wonders Of His Love
Strange Way To Save The World	Parable - The Wonders Of His Love
Carol Of The Bells	Parable - The Wonders Of His Love
O Holy Night!	Parable - The Wonders Of His Love
One Small Child	Parable - The Wonders Of His Love
O Little Town Bethlehem	Parable – (2002 Christmas Album untitled)
The First Noel	Parable – (2002 Christmas Album untitled)
Angels We Have Heard On High	Parable – (2002 Christmas Album untitled)
Jesus, Joy of Man's Desiring -- Instr.	Parable – (2002 Christmas Album untitled)
It Came Upon A Midnight Clear	Parable – (2002 Christmas Album untitled)
Come Thou Long Expected	Parable – (2002 Christmas Album untitled)
White Christmas	Parable – (2002 Christmas Album untitled)
Silver Bells	Parable – (2002 Christmas Album untitled)
The Christmas Song (Chestnuts)	Parable – (2002 Christmas Album untitled)
Tennessee Christmas	Parable – (2002 Christmas Album untitled)
Emmanuel	Parable – (2002 Christmas Album untitled)



Individual Song Recordings:

	<u>Song title</u>	<u>Writer</u>	<u>M2 Ownership %</u>
1.	“Oh Jesus” ©1999 Magnificat Music (All rights administered by Music Services) All Rights Reserved. Used by Permission (ASCAP).	Herbert Ousley	100%
2.	“Lord I Give You Me” ©2000 Magnificat Music (All rights administered by Music Services) All Rights Reserved (ASCAP).	Tony Sutherland	100%
3.	“Mighty God” ©1999 Magnificat Music (All rights administered by Music Services) All Rights Reserved (ASCAP).	Herbert Ousley	100%
4.	“These Are The Days” ©1999 Magnificat Music (All rights administered by Music Services) All Rights Reserved (ASCAP).	Herbert Ousley	100%
5.	“Resonate” ©2001 Jason Ingram Music/INO Music/BMI and Magnificat Music and Heil Music/ ASCAP (All rights administered by Music Services) Used by Permission. All Rights Reserved.	Jack Ingram, Rick Heil and Tamara Alan	INO – 25% Magnificat – 12.5%
6.	“Lord Over All” ©2001 Magnificat Music/Paintbrush Music (All Rights administered by Music Services) ASCAP. Used by Permission. All Rights Reserved.	Gary Sadler	Magnificat – 50%
7.	“Dear Lord” ©2001 Magnificat Music (All rights administered by Music Services) ASCAP. All Rights Reserved. Used by Permission.	Rick Heil	Magnificat – 50%
8.	“In Your Hands” ©2001 Word Music and Magnificat Music/ASCAP (All rights administered by Music Services) All Rights Reserved. Used By Permission.	Rick Heil and Kelly Minter	Magnificat – 50%
9.	“Write Your Name Upon My Heart” ©2001 Magnificat Music/ASCAP and INOTOF Music/SESAC (All rights administered by Music Services) Used by Permission.	Rick Heil and Tom Michael	Magnificat – 12.5%
10.	“Your Love” ©2001 Word Music and Magnificat Music/ASCAP (All rights administered by Music Services) All Rights Reserved. Used By Permission.	Rick Heil and Kelly Minter	Magnificat - 25%
11.	“Restore Me” ©2001 Jason Ingram Music/INO Music/BMI and Heil Music/ASCAP (All Rights Administered by Music Services) Used By Permission.	Jason Biggs additional lyrics by Jason Ingram	INO – 25%

	<u>Song title</u>	<u>Writer</u>	<u>M2 Ownership %</u>
12.	"I'm Rich I'm Poor" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
13.	"Save Me From Me" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
14.	"Take My Life" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
15.	"The Wonder Of Your Grace" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
16.	"You Are Worthy" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
17.	"How Deep Is Your Love" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
18.	"Precious" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
19.	"Speak My Name" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%
20.	"I Love You Lord" ©2001 Jason Ingram Music/INO Music/Heil Music (All Rights administered by Music Services).	Jason Ingram	INO – 25%

**SCHEDULE B**

**Trademark Collateral**

**I. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
INOTOF		USA	76153876	10/25/00	Pending
M2.0 (with Design)		USA	75793810	09/07/99	Pending

**SCHEDULE C****Domain Name Collateral**

<u>Domain Name</u>	<u>Host</u>	<u>Registry Creation Date</u>	<u>Registry Expiration Date</u>
<u>www.inotof.com</u>	Internet Expressions Inc.	10/04/00	10/04/02
<u>www.m2-0.com</u>	Internet Expressions Inc.	08/06/99	08/06/03
<u>www.freeccm.com</u>	Verisign	09/26/01	09/26/03
<u>www.morethanthemusic.net</u>	Internet Expressions Inc.	06/03/02	06/03/03
<u>www.mtwopointzero.com</u>	Internet Expressions Inc.	10/04/00	10/04/02