

11-20-2002



RECORDS SECTION
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	<input type="text"/>

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date Month Day Year

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

11/19/2002 LMUELLER 00000155 78166430 FOR OFFICE USE ONLY
01 FC:8521 (40.00 DP)

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: 002619 FRAME: 0784

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text" value="78166430"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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

11-5-02
Date Signed

TRADEMARK

REEL: 002619 FRAME: 0785

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of April 25, 2001, by **INTEGRITY INCORPORATED**, a Delaware corporation (including any successor or permitted assignee thereof, "Grantor"), in favor of **LASALLE BANK NATIONAL ASSOCIATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor, desires and has applied to Administrative Agent and the Lenders for a credit facility consisting of a \$3,000,000 mortgage term loan, a \$11,000,000 term loan facility and a \$6,000,000 line of credit facility; and

WHEREAS, pursuant to that certain Credit Agreement by and among Grantor, Lenders and Administrative Agent of even date herewith (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security and Pledge Agreement executed by Grantor in favor of Administrative Agent 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 assign 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 has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent and the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, all ownership, treaty and convention rights, and all moral, attribution and/or integrity rights associated therewith, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions,

continuations, renewals, reissues, re-examinations, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement, misappropriations and/or dilution of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. **Requested Recordation.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks file and record this IP Security Agreement (and any corresponding or separate application forms) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. **Assignment.** Upon the request of the Administrative Agent and during the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment in form acceptable to Administrative Agent in its sole discretion, transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. **Power of Attorney.** Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and

Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Representation. Grantor hereby represents and warrants to Administrative Agent that the items of intellectual property listed on Schedules A, B and C attached hereto include all copyright registrations, applications for copyright registration, copyright licenses, patents, patent applications and patent licenses, and all trademark registrations, applications for trademark registration and trademark licenses owned by Grantor.

6. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

7. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement through their duly authorized officers, as of the date first written above.

INTEGRITY INCORPORATED

By: Donald S. Ellington

Name: Donald S. Ellington
Title: Chief Financial Officer
Address: 1000 Cody Road
Mobile, Alabama 36695
Facsimile: (334) 639-9651

LASALLE BANK NATIONAL ASSOCIATION

By: Andrew K. Dawson

Name: Andrew K. Dawson
Title: First Vice President
Address: 211 North Broadway
Suite 4050
St. Louis, Missouri 63102
Facsimile: (314) 621-1642

ACKNOWLEDGMENT

STATE OF MISSOURI

:
: SS

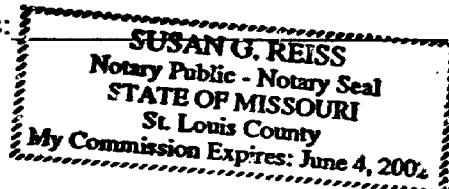
CITY OF ST. LOUIS

:

Before me, the undersigned, a Notary Public, on this 25th day of April, 2001, personally appeared Donald S. Ellington to me known personally, who, being by me duly sworn, did say that he/she is the Chief Financial Officer of INTEGRITY INCORPORATED, and that said instrument was signed on behalf of said INTEGRITY INCORPORATED by authority of its board of directors, and the said Donald S. Ellington acknowledged said instrument to be his/her free act and deed.

Susan G. Reiss
Notary Public

My Commission Expires:



ACKNOWLEDGMENT

STATE OF MISSOURI

:
: SS

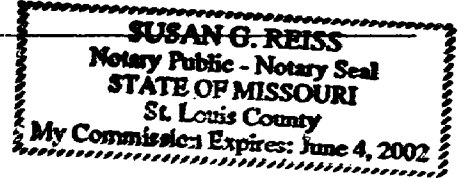
CITY OF ST. LOUIS

:

Before me, the undersigned, a Notary Public, on this 25th day of April, 2001, personally appeared Andrew K. Dawson to me known personally, who, being by me duly sworn, did say that he is the First Vice President of LASALLE BANK NATIONAL ASSOCIATION, and that said instrument was signed on behalf of said Lasalle Bank National Assoc by authority of its Board of Directors, and the said Andrew K. Dawson acknowledged said instrument to be his free act and deed.

Susan G. Reiss
Notary Public

My Commission Expires:



SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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IV. Copyright Licenses

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
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II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
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II. 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>
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III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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Excerpt from Schedule C ¹
Trademark/Service Mark Collateral
II. Pending United States Trademark/Service Mark Applications

Mark	Application Serial No.	Application Filing Date
INTEGRITY SPECIAL PRODUCTS	78/166,430	20 September, 2002

¹ As revised, per Quarterly Report, dated 10/02/2002, adding 1 new trademark application.

Daniel A. Crowe
Direct: (314) 259-2619
dacrowe@bryancave.com

November 5, 2002

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

In Re: Recordation of Security Interest
Conveying Party: Integrity Incorporated
Receiving Party:: LaSalle Bank National Association
Our Ref.: C33575/123744

Sir:

Enclosed please find the following documents to be filed in connection with the above-identified security interest:

1. Transmittal letter (1 page in duplicate);
2. Trademark Recordation Cover Sheet (2 pages);
3. Intellectual Property Security Agreement (10 pages);
4. Check in the amount of \$40.00 for recordation fee against one (1) trademark application; and
5. Return postcard.

If our check is missing or is insufficient, please charge any additional fee or credit any overpayment to Deposit Account No. 02-4467.

Should you have any questions regarding the enclosed materials, please do not hesitate to contact us.

Very truly yours,



Daniel A. Crowe

DAC/ldl
Enclosure

Bryan Cave LLP

One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2020
www.bryancave.com

Hong Kong
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United Arab Emirates
Abu Dhabi
Dubai
Washington, DC

*In Association With
Bryan Cave (Illinois)
Chicago*

*and Bryan Cave,
A Multinational
Partnership
London*



Daniel A. Crowe
Direct: (314) 259-2619
dacrowe@bryancave.com

Bryan Cave LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2020
www.bryancave.com

November 5, 2002

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

In Re: Recordation of Security Interest
Conveying Party: Integrity Incorporated
Receiving Party:: LaSalle Bank National Association
Our Ref.: C33575/123744

Sir:

Enclosed please find the following documents to be filed in connection with the above-identified security interest:

1. Transmittal letter (1 page in duplicate);
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5. Return postcard.

If our check is missing or is insufficient, please charge any additional fee or credit any overpayment to Deposit Account No. 02-4467.

Should you have any questions regarding the enclosed materials, please do not hesitate to contact us.

Very truly yours,

Daniel A. Crowe

DAC/ltd
Enclosure

Hong Kong
Irvine
Jefferson City
Kansas City
Kuwait
Los Angeles
New York
Overland Park
Phoenix
Riyadh
Shanghai
St. Louis
United Arab Emirates
Abu Dhabi
Dubai
Washington, DC

*In Association With
Bryan Cave (Illinois)
Chicago*

*and Bryan Cave,
A Multinational
Partnership
London*