

02-25-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. 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): Inspiration Films, Inc. (Delaware corp) Campus Crusade For Christ, Inc. (a not for Profit California corporation)

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other California not-for-profit

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: October 9, 2002

2. Name and address of receiving party(ies) Name: The Genesis Project, Inc. Internal Address: Suite 1505

Street Address: 630 Fifth Avenue City: New York State: NY Zip: 10111

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

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,110,433 1,126,156 / 1,146,052 / 1,129,491

Additional number(s) attached Yes No

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

Internal Address: Street Address: Kay & Boose LLP One Dag Hammarskjold Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Andrew Abramowitz, Esq. Name of Person Signing

Signature

December 30, 2002 Date

Total number of pages including cover sheet, attachments, and document: 12

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

02/24/2003 LMUELLER 00000092 1110433

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

Conveying Parties:

Inspirational Films, Inc.

a Delaware not for profit corporation

100 Lake Hart Drive

Orlando, FLA 32832

Campus Crusade for Christ, Inc.

a California not-for-profit corporation

100 Lake Hart Drive

Orlando, FLA 32832

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective

this 8th day of October, 2002, by and between, on the one hand, Inspirational Films, Inc., a Delaware corporation with its principal place of business at 100 Lake Hart Drive Orlando, FL 32832 and

Campus Crusade for Christ, Inc., a California not-for-profit corporation with its principal place of business at 100 Lake Hart Drive Orlando, FL 32832 (collectively, the "Debtors"), and, on the other

hand, The Genesis Project, Inc., a Delaware corporation with its principal place of business at

~~630 Fifth Ave.~~
New York, NY (the "Secured Party").
10111

WITNESSETH:

WHEREAS, Debtors and Secured Party are parties to the Asset Purchase Agreement made as of October 8, 2002 (the "Asset Purchase Agreement"), with respect to, *inter alia*, certain property and rights sold, conveyed and/or assigned by Secured Party to Debtors thereunder (collectively, the "Purchased Assets"); and

WHEREAS, Debtor and Secured Party are parties to the Security Agreement dated as of October 8, 2002 (as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Debtors have granted to Secured Party the sole and exclusive first priority security interest in and to all of the Purchased Assets and in and to certain other rights, properties and interests of the Debtors (which rights, properties and interests together with the Purchased Assets shall be collectively referred to as the "Collateral"),

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Debtors do hereby grant and convey to Secured Party, as security for the Secured Obligations (such term being used herein as defined in the Security Agreement), the sole and exclusive first priority continuing security interest, lien and mortgage in and to any and all trademarks, service marks, trade names, business names, corporate names, Internet domain names, logos and designs, throughout the world, which are associated with the Collateral, including without limitation all registrations and renewals therefor, all applications for registration thereof, all common law rights therein, all goodwill of Debtors' business which is associated therewith and appurtenant thereto, all royalties, income, revenues and payments related thereto, and all right to sue for the past, present or future infringement thereof (collectively, the "Trademark Collateral"). The Trademark Collateral shall further specifically include, without limitation, those trademarks and the registrations therefor which are set forth in Exhibits "A" and "B" attached hereto.

2. This Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and is subject to the terms and conditions of the Security Agreement. The parties do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest made and granted hereby are more fully set forth in the Security Agreement.

3. All capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement.

4. This Trademark Security Agreement shall in all respects be construed in accordance with, and governed by, the laws of the State of New York applicable to contracts made and to be performed wholly within such state.

5. Upon satisfaction in full of the Secured Obligations, Secured Party shall execute and deliver to Debtors any appropriate instrument(s) prepared by Debtors which are in form suitable for filing with each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, terminating this Trademark Security Agreement, the security interest(s) granted hereby and any and all other liens against the Collateral in favor of Secured Party and/or any affiliate. Such instrument(s) shall be filed by the Debtors at their own expense.

6. Each party hereto shall execute and deliver such documents and shall perform such acts as are reasonably requested by any other party hereto to effectuate, implement and carry out the terms, provisions and objectives of this Trademark Security Agreement, including without limitation UCC Form-1 Statements for recordation with the appropriate Secretary(ies) of State, and documents for the recordation of Secured Party's security interest in the trademark offices of foreign countries. Such UCC Form-1 Statements, and such documents for the recordation of Secured Party's security interest in the trademark offices of foreign countries, shall be filed by the Secured Party at its own expense.

IN WITNESS WHEREOF, the parties have caused this Trademark Security

Agreement to be duly executed by their duly authorized officers as of October 8, 2002.

INSPIRATIONAL FILMS, INC.
("Debtor")



By: PAUL ESHLEMAN
Its: President

and

CAMPUS CRUSADE FOR CHRIST, INC.
("Debtor")



By: PAUL ESHLEMAN
Its: VICE - PRESIDENT

THE GENESIS PROJECT, INC.
("Secured Party")

By: _____
Its: _____

Its: _____

and

CAMPUS CRUSADE FOR CHRIST, INC.
("Debtor")

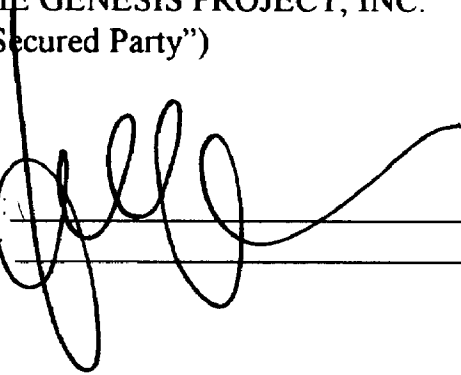
By: _____

Its: _____

THE GENESIS PROJECT, INC.
("Secured Party")

By: _____

Its: _____

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over the signature lines for THE GENESIS PROJECT, INC.

STATE OF California)

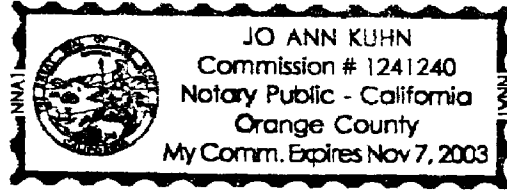
: ss.

COUNTY OF Orange)

On October 15, 2002, before me, Jo Ann Kuhn, a Notary Public in and for said State, personally appeared Paul Eshleman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Jo Ann Kuhn (Seal)



STATE OF California)

: ss.

COUNTY OF Orange)

On October 15, 2002, before me, Jo Ann Kuhn, a Notary Public in and for said State, personally appeared Paul Eshleman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Jo Ann Kuhn (Seal)



STATE OF New York

COUNTY OF New York : ss.

On October 9, 2002, before me, _____, a Notary Public in and for said State, personally appeared John Heyman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Signature Claude P. Goetz (Seal)

CLAUDE P. GOETZ
NOTARY PUBLIC, State of New York
No. 31-4936160
Qualified in New York County
Commission Expires June 13, 2006

SCHEDULE A

Mark	Registration Date	Registration Number	Goods	Country
THE GENESIS PROJECT	December 12, 1980	253,849	Educational materials, namely, motion picture films, film strips, audio cassettes and records, and corresponding discussion guides for these films, cassettes and records, and in association with printed publications of a religious and religious educational nature, including discussion guides and descriptive texts.	Canada
THE GENESIS PROJECT (Design)	January 27, 1984	287,238	Educational material namely, motion picture films, film strips, audio cassettes and records and discussion guides marketed as a unit and separately; printed publications of a religious and religious educational nature, including discussion guides and descriptive texts.	Canada
THE NEW MEDIA BIBLE	December 9, 1983	285,743	Educational material, namely motion picture films, film strips, audio cassettes and records concerning biblical and religious studies and in association with biblical and religious publications, namely, magazines, teachers' guides and discussion guides.	Canada
THE NEW MEDIA BIBLETIMES	January 23, 1981	255,158	Publications, particularly magazines.	Canada
THE NEW MEDIA BIBLE (Design)	April 2, 1982	267,939	Educational material, namely motion picture film, film strips, audio cassettes and records; printed publications of a religious and religious educational nature, namely, discussion guides and descriptive texts.	Canada
THE GENESIS PROJECT	January 2, 1979	1,110,433	Educational materials - namely, motion picture films, film strips, audio cassettes and records, and corresponding discussion guides	United States

Mark	Registration Date	Registration Number	Goods	Country
			for these films, cassettes and records. Printed publications of a religious and religious educational nature, including discussion guides and descriptive texts.	
THE GENESIS PROJECT (Design)	October 23, 1979	1,126,156	Educational materials – namely, motion picture films, film strips, audio cassettes and records, and discussion guides marketed as a unit and separately. Printed publications of a religious and religious educational nature, including discussion guides and descriptive texts.	United States
THE NEW MEDIA BIBLE	January 20, 1981	1,146,052	Educational materials – namely, motion picture films, film strips, audiocassettes and records concerning biblical and religious studies; biblical and religious publications – namely, magazines, teacher's guides and discussion guides.	United States
THE NEW MEDIA BIBLE (Design)	January 22, 1980	1,129,491	Educational motion picture films, film strips, audio cassettes, and phonograph records. Printed publications of a religious and religious educational nature – namely, discussion guides and descriptive texts.	United States
THE GENESIS PROJECT	June 16, 1977	A308,236	All goods in Class 9 including educational materials, namely, motion picture films, film strips, audio cassettes and records.	Australia
THE GENESIS PROJECT	June 16, 1977	A308,237	All goods in Class 16 including printed publications.	Australia
THE GENESIS PROJECT	June 27, 1977	77/2704	Educational materials, including motion picture films, film strips, audio cassettes and records, and corresponding discussion guides for these films, cassettes and records.	South Africa
THE GENESIS	June 27,	77/2705	Printed publications.	South

Mark	Registration Date	Registration Number	Goods	Country
PROJECT	1977			Africa
THE NEW MEDIA BIBLE	June 27, 1977	B77/2703	Printed publications.	South Africa
THE NEW MEDIA BIBLE	June 27, 1977	B77/2702	Educational materials, including motion picture films, film strips, audio cassettes and records, and corresponding discussion guides for these films, cassettes and records.	South Africa