

10/10/03

10-15-2003

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



SHEET .Y

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

Tab settings ⇨ ⇨ ⇨ ▼

102574723

To the Honorable Commiss.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Integrity Incorporated**

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

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

2. Name and address of receiving party(ies)

Name: **LaSalle Bank National Association**

Internal Address: \_\_\_\_\_

Street Address: **211 North Broadway, Suite 4050**

City: **St. Louis** State: **MO** ZIP: **63102**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other **National Banking Association**

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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: **Apr. 25, 2001**

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

A. Trademark Application No.(s) **75/982,677**

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

OCT 10 AM 7:43  
OPR/FINANCE

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

Name: \_\_\_\_\_

Internal Address: **Bryan Cave LLP**

**One Metropolitan Square**

Street Address: **211 N. Broadway, Suite 3600**

City: **St. Louis** State: **MO** ZIP: **63102**

6. Total number of applications and registrations involved: 131

7. total fee (37 CFR 3.41).....**\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account Number:

**02-4467 (for any additional fee or overpayment)**

10/14/2003 DBYRNE 00000148 75982677

01 FC:0521 40.00 OP DO NOT USE THIS SPACE

9. Signature.

**Ameer Gado**

Name of Person Signing

Signature

**Oct. 7, 2003**

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 002843 FRAME: 0577**

# 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, reissues 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

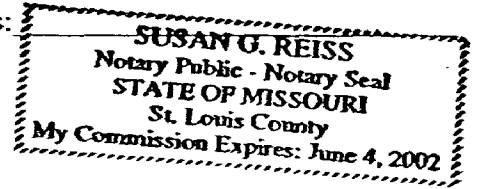
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Before me, the undersigned, a Notary Public, on this 25<sup>th</sup> day of April, 2001, personally appeared Donald S. Ellington to me known personally, who, being by me duly sworn, did say that he/she is the Chief Financial Officer of INTEGRITY INCORPORATED, 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 25<sup>th</sup> 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:

SUSAN G. REISS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: June 4, 2002

**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<sup>1</sup>**  
**/Trademark/Service Mark Collateral**

**II. Pending Trademark Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
GOD WILL MAKE A WAY	75/982,677	3/5/2002

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<sup>1</sup> As revised per quarterly reports dated July 15, 2003, adding one trademark application.