

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): Integrity Media, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [x] Yes [] No

2. Name and address of receiving party(ies) Name: LaSalle Bank National Association Internal Address: Suite 4050 Street Address: 211 North Broadway City: St. Louis State: MO Zip: 63102 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] 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 [] Merger [] Security Agreement [] Change of Name [x] Other Amendment and Reaffirmation of Intellectual Property Security Agreements Execution Date: 07/08/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/427,091; 78/387,522; 78/387,481; 78/417,570

B. Trademark Registration No.(s) 2,890,595 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Daniel A. Crowe, Esq. Internal Address: Suite 3600 Street Address: 211 N. Broadway One Metropolitan Square City: St. Louis State: MO Zip: 63102-2750

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00 [] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 02-4467

DO NOT USE THIS SPACE

9. Signature: Daniel A. Crowe [Signature] 10/26/2004 [Date] Total number of pages including cover sheet, attachments, and document: 8

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

CH \$140.00 024467 78427091

CONTINUATION OF ITEM 1:

Conveying Parties CONT'D.	
INO Records, LLC	
<input checked="" type="checkbox"/>	<u>Other a Tennessee Limited Liability Company</u>

**AMENDMENT AND REAFFIRMATION
OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This Amendment and Reaffirmation of Intellectual Property Security Agreements ("Amendment") is made and entered into as of July 8, 2004 by and among INTEGRITY MEDIA, INC., a Delaware corporation (f/k/a Integrity Incorporated "Integrity Media"), which has its chief executive office located at 1000 Cody Road, Mobile, Alabama 36695, and INO RECORDS, LLC, a Tennessee limited liability company (f/k/a M2 Communications, L.L.C., "INO Records"), which has its chief executive office located at 210 Jamestown Park, Ste. 100, Brentwood, Tennessee 37027. (Integrity Media and INO Records are sometimes hereinafter referred to individually as a "Grantor," and collectively as the "Grantors") and LASALLE BANK NATIONAL ASSOCIATION, (including any successor, participant, assignee, pledgee or transferee thereof, "Bank"). Capitalized terms used herein but not defined herein are used with the meanings given them in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 25, 2001, by and between Borrower and Bank, as amended by that certain First Amendment to Credit Agreement dated as of June 15, 2001, that certain Second Amendment to Credit Agreement dated as of March 30, 2002, that certain Third Amendment to Credit Agreement dated as of June 28, 2002, that certain Fourth Amendment to Credit Agreement dated as of December 31, 2002, that certain Fifth Amendment to Credit Agreement dated as of March 26, 2003, that certain Sixth Amendment to Credit Agreement dated as of March 31, 2003, that certain Seventh Amendment to Credit Agreement dated as of August 28, 2003, and that certain Eighth Amendment to Credit Agreement dated as of January 29, 2004 (collectively, the "Existing Credit Agreement"), Bank made the Loans available to Borrower as more particularly described in the Existing Credit Agreement. In connection with the Existing Credit Agreement, Borrower executed and delivered a (a) Term Note A dated April 25, 2001 (the "Existing Term Note A"), (b) Term Note B dated April 25, 2001 (the "Existing Term Note B"), and (c) Revolving Note dated April 25, 2001 (the "Existing Revolving Note," and together with Existing Term Note A and Existing Term Note B, and the from time to time restatements and replacements thereof, the "Existing Notes"); and

WHEREAS, the parties hereto wish to amend and restate the Existing Credit Agreement in its entirety and amend certain of the provisions thereof, it being the intention of the parties hereto that the loans outstanding under the Existing Credit Agreement and the Existing Notes as of the date hereof shall continue and remain outstanding and not be deemed to have been repaid; and

WHEREAS, pursuant to the Existing Credit Agreement, Intellectual Property Security Agreements have been entered into by and between the Bank and (i) Integrity Media as of April 25, 2001, and (ii) INO Records as of June 28, 2002 (collectively, the "Security Agreements, and individually, a "Security Agreement"); and

WHEREAS, in connection with the amendment and restatement of the Existing Credit Agreement, the Bank is requiring this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Reaffirmation.** By executing and delivering this Amendment, the undersigned hereby reaffirm and restate the grant to the Bank, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations under the Existing Credit Agreement, as amended and restated, and hereby collaterally assign, convey, mortgage, pledge, hypothecate and transfer to the Bank and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral. Grantors further reaffirm, acknowledge and agree that the liens security interests and assignments originally created in favor of the Bank as Administrative Agent for the benefit of the Bank shall now run directly in favor of the Bank in its individual lending capacity.

2. **Amendments to Security Agreement.** The Security Agreements are hereby amended as follows:

(a) The term "Administrative Agent, wherever it appears in any of the Security Agreements, is hereby deleted and is replaced, in each case, by the term "Bank".

(b) The term "Advances" in the third Recital in the Security Agreements is hereby deleted and the term "Loans" is hereby substituted in lieu thereof.

3. **Representations and Warranties.** The Grantors hereby represent and warrant as follows:

(a) This Amendment and the Security Agreements, amended hereby, constitute legal, valid and binding obligations of the Grantors and are enforceable against the Grantors in accordance with their respective terms.

~~(b) Upon the effectiveness of this Amendment, Grantors hereby reaffirm all covenants, representations and warranties made in the Security Agreements to the extent the same are not amended hereby and agree that all such covenants, representations and warranties shall be deemed to have been remade as of the effective date of this Amendment.~~

~~(c) No Event of Default or Unmatured Event of Default has occurred and is continuing or would exist after giving effect to this Amendment.~~

(d) The Borrowers have no defense, counterclaim or offset with respect to the Security Agreements or any of the other Loan Documents.

(e) Grantors are duly organized, validly existing and in good standing under the laws of their respective jurisdictions of organization, and have all organizational powers and all material governmental licenses, authorizations, consents and approvals required to carry on their respective businesses as now conducted, and to execute and perform this Amendment.

(f) The security interests granted to the Bank in the Security Agreements, as amended hereby, continue to be valid, effective, properly perfected, enforceable, and, are hereby ratified and confirmed in all respects;

4. Effect on the Security Agreement.

(a) Upon the effectiveness of this Amendment, each reference in the Security Agreements to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Security Agreements as amended hereby.

(b) Except as specifically amended herein, the Security Agreements, the Loan Documents, and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Bank, nor constitute a waiver of any provision of the Security Agreements, the Loan Documents, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.

5. Governing Law. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and shall be governed by and construed in accordance with the laws of the State of Illinois.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by the parties hereto in one or more counterparts, each of which taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first written above.

INTEGRITY MEDIA, INC.

By: Donald S. Ellington
Name: DONALD S. ELLINGTON
Title: SECRETARY

INO RECORDS, LLC
(f/k/a M2 Communications, L.L.C.)

By: Donald S. Ellington
MEMBER: INTEGRITY MEDIA, INC.
Name: DONALD S. ELLINGTON
Title: SECRETARY

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: Andrew K. Dawson
Title: Senior Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first written above.

INTEGRITY MEDIA, INC.

By: _____
Name: _____
Title: _____

INO RECORDS, LLC
(f/k/a M2 Communications, L.L.C.)

By: _____
MEMBER: INTEGRITY MEDIA, INC.
Name: _____
Title: _____

LASALLE BANK NATIONAL ASSOCIATION

By: Andrew K. Dawson
Name: Andrew K. Dawson
Title: Senior Vice President

SCHEDULE C

TRADEMARK COLLATERALI. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
HYMNS 4 WORSHIP	US	2,890,595

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Attorney Docket No.</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
INTEGRITY FILM & VIDEO & Design	018486/278291	US	78/427,091	05/28/2004	Pending
INTEGRITY'S IWORSHIP	018486/270295	US	78/387,522	03/19/2004	Published
INTEGRITY'S IWORSHIP & Design	018486/271581	US	78/387,481	03/19/2004	Published
THE INTEGRITY WORSHIP INSTITUTE	018486/277483	US	78/417,570	05/12/2004	Pending

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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