

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/16/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pamplin Entertainment Corporation		12/16/2005	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Thomas Nelson, Inc.
Street Address:	501 Nelson Place
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37214
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2109470	BIBLEMAN
Registration Number:	2727752	AGENTS OF TRUTH
Registration Number:	2337723	HEAVEN'S SAKE KIDS
Registration Number:	2120206	THE SINGING PLACE
Registration Number:	2243230	MICKEY MASTERS

CORRESPONDENCE DATA

Fax Number: (615)742-0410
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 615-742-7760
 Email: trademarks@bassberry.com
 Correspondent Name: Robert L. Brewer
 Address Line 1: 315 Deaderick Street
 Address Line 2: Suite 2700
 Address Line 4: Nashville, TENNESSEE 37238

CH \$140.00 2109470

ATTORNEY DOCKET NUMBER:	066450-175
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	12/20/2005
Total Attachments: 6 source=Dec192005 147#page1.tif source=Dec192005 147#page2.tif source=Dec192005 147#page3.tif source=Dec192005 147#page4.tif source=Dec192005 147#page5.tif source=Dec192005 147#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into on December ~~16~~, 2005 (the "Effective Date"), by and between Thomas Nelson, Inc., a Tennessee corporation (the "Assignee"), and Pamplin Entertainment Corporation, an Oregon corporation (the "Assignor"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Agreement"), unless otherwise defined herein.

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, transfer, convey, assign, grant and deliver to Assignee, all of Assignor's rights, title and interest in and to the Intellectual Property (as defined in Section 1(a)(ii) of the Agreement), including without limitation, the tradenames and trademarks identified on Exhibit A attached hereto (collectively, the "Trademarks"), the copyrights identified on Exhibit B attached hereto (collectively, the "Copyrights") and the domain names set forth on Exhibit C attached hereto (the "Domain Names"), together with all of Assignor's goodwill associated with the Trademarks, the Copyrights and the Domain Names or related thereto; and

WHEREAS, this Assignment is contemplated by Section 3(b)(ii) of the Purchase Agreement; and

WHEREAS, Assignor now desires to transfer all of Assignor's right, title and interest in and to the Intellectual Property, together with all of Assignor's goodwill related thereto, to Assignee, including without limitation, Assignor's right to sue for and remedies against past, present, and future infringements of the Intellectual Property, and Assignor's right of priority and protection of interests in the Intellectual Property under the laws of any jurisdiction worldwide.

NOW, THEREFORE, in consideration of the Assignee's delivery of the Purchase Price pursuant to the terms of the Agreement, the foregoing premises and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts from the Assignor, all of Assignor's worldwide rights, title and interest in and to the Intellectual Property, together with any goodwill related thereto, including without limitation Assignor's right to sue for and remedies against past, present and future infringement of the Intellectual Property and the right of priority and protection of interests in the Intellectual Property under the laws of any jurisdiction worldwide.

Notwithstanding the foregoing, nothing in this Assignment shall have the effect of assigning any Excluded Assets or Retained Liabilities (as defined in the Agreement).

The terms of the Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements, indemnities, and limitations, are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, indemnities, and limitations contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In

the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

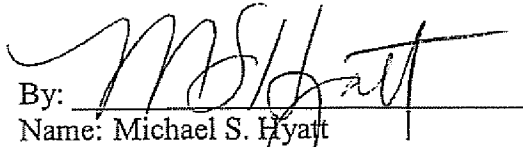
This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

[Signature Page(s) and Exhibits Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE:

THOMAS NELSON, INC.

By: 

Name: Michael S. Hyatt

Its: President and Chief Executive Officer

ASSIGNOR:

PAMPLIN ENTERTAINMENT CORPORATION

By: _____

Name: Andrea J. Marek

Its: President and Chief Operating Officer

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE:

THOMAS NELSON, INC.

By: _____

Name: Michael S. Hyatt

Its: President and Chief Executive Officer

ASSIGNOR:

PAMPLIN ENTERTAINMENT CORPORATION

By: Andrea J. Marek

Name: Andrea J. Marek

Its: President and Chief Operating Officer

EXHIBIT A

Trademarks

Registered Trademarks:

Mark	Registration/Serial Number	Filing Date	Registration Date	Goods & Services
Bibleman	2,109,470	April 6, 1995	October 28, 1997	"Musical Sound Recordings; Educational and Entertainment Video Discs Featuring Live-Action Characters; and Music Video Recordings" in International Class 9; "Graphic Art Reproductions; Printed Art Reproductions; Coloring Books; Children's Activity Books; Children's Books; Sheet Music; Printed Music Books and Song Books" in International Class 16; "Masquerade Costumes and Masks sold in connection therewith; Caps; and Shirts" in International Class 25; "Plush Toys; Stuffed Toys; Toy Swords; Toy Action Figures and Accessories therefor and Costume Masks" in International Class 28; and "Entertainment, namely Live Music Concerts" in International Class 41.
Agents of Truth	2,727,752	January 5, 2001	June 17, 2003	"Musical Sound Recordings; Educational and Entertainment Video Discs Featuring Live-Action Characters; and Musical Video Recordings in International Class 9.
Heaven's Sake Kids	2,337,723	October 15, 1998	April 4, 2000	"Pre-recorded Compact Discs, Phonograph Records, and Pre-recorded Audio Cassette Tapes Featuring Music, and Musical Video Recordings" in International Class 9.

Mark	Registration/Serial Number	Filing Date	Registration Date	Goods & Services
The Singing Place	2,120,206	April 5, 1995	December 9, 1997	"Musical sound recordings; video discs featuring music; and musical video recordings" in International Class 9.
Mickey Masters	2,246,260	December 10, 1996	May 4, 1999	"Music sound recordings; educational and entertainment video discs featuring live-action characters and a religious theme; and musical video recordings" in International Class 9.

Common Law Marks and Trade Names (including first use date):

The Missy Files (November 18, 2003)
 Bibleman, Jr. (October 30, 2001)
 Bibleboy (N/A)
 Biblegirl (June 5, 2001)
 Biblewoman (N/A)