

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Danny Chambers Ministries, Inc.		03/13/2006	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Integrity Media, Inc.		
Street Address:	1000 Cody Road		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36695		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2492458	VERTICAL NATION	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 881-7000		
Email:	ipatl@alston.com		
Correspondent Name:	Russell P. Beets		
Address Line 1:	1201 W. Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	18486/308177		
NAME OF SUBMITTER:	Russell P. Beets		
Signature:	/Russell P. Beets/		
Date:	03/30/2006		

OP \$40.00 2492458

Total Attachments: 3

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into on this 13th day of March, 2006, by and between Integrity Media, Inc., ("Integrity"), and Danny Chambers Ministries, Inc. ("DCM").

Background

DCM is the owner of all rights in the trademark and service mark VERTICAL NATION (the "Mark") for use in connection with a variety of Christian goods and services, including pre-recorded music, educational services, and seminars. DCM has continuously used the Mark in commerce to identify these services since 1998.

In recognition of DCM's rights, the United States Patent and Trademark Office has issued DCM Certificate of Registration No. 2,492,458 for the VERTICAL NATION mark for use in connection with "prerecorded compact disks, audio tapes and video tapes, all featuring seminars and music promoting Christian missions and the gospel;" "educational services, namely, conducting conferences and seminars, and providing educational speakers in the field of Christian religious principles, and leadership principles; entertainment services, namely, providing motivational speakers and live music in the field of Christian religious principles and leadership principles;" and "religious services, namely, providing ministerial services and youth counseling to and through young people" (the "Registration").

Integrity is a Christian media company that wishes to purchase the Mark and the Registration from DCM, together with the goodwill symbolized by the Mark, and Integrity then wishes to license certain rights in the Mark back to DCM, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, representations and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Integrity and DCM agree as follows:

1 Assignment of Mark

(a) DCM hereby assigns to Integrity all of its right, title and interest in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark.

(b) DCM represents and warrants that it has the right to assign all right, title, and interest in and to the Mark and Registration to Integrity, and that there are no known outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written or implied, inconsistent with this assignment.

2. License Back

(a) Integrity hereby grants to DCM a royalty-free, exclusive license to use the Mark in connection with DCM's youth music conferences in the same manner in which DCM has used the Mark in the past for a term beginning on the date of execution of this Agreement and ending five (5) years from that date.

(b) DCM agrees that all services offered under the Mark pursuant to the license granted in this Section 2 shall be at least of the same level of quality as the conferences that DCM has conducted in the past.

(c) DCM acknowledges that its use of the Mark pursuant to this Section 2 shall not create in its favor any right, title or interest in or to the Mark, but that all such use shall inure to the benefit of Integrity.

(d) Except as licensed herein, DCM agrees that it shall not make any further or additional use of the Mark, or any other mark or name that includes the term "Vertical", without Integrity's express, written consent.

(e) The license granted herein is a nontransferable license personal to DCM, and DCM may not assign its rights or sub-license any third parties to use the Mark without Integrity's express, written consent.

3. Miscellaneous

(a) DCM shall, at the request of Integrity, execute such further and additional documents as Integrity deems necessary are desirable to effectuate or confirm the assignment of the Mark and/or the Registration to Integrity or to otherwise effectuate or consummate the transactions contemplated hereby.

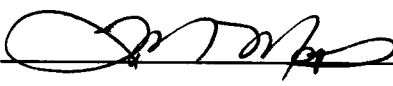
(b) This Agreement supersedes all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof and contains the entire agreement of the parties.


(c) No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision thereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by the party to be bound thereby. No waiver of any right or remedy in regard to any occurrence or events on one occasion shall be deemed a waiver of any such right or remedy in regard to such occurrence or event on any other occasion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

INTEGRITY MEDIA, INC.

DANNY CHAMBERS MINISTRIES, INC.

By: 
Title: VP Business Affairs


By: President DCM
By: _____