

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
NESTFAMILY.COM, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TOPNEST, L.L.C.

Internal

Address: _____

Street Address: 6100 Colwell Blvd.

City: Irving

State: Texas

Country: USA Zip: 75033

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other limited liability co Citizenship Texas

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)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) November 21, 2001

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s) _____

B Trademark Registration No. (s)

2,458,938

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
THE ANIMATED STORIES FROM THE NEW TESTAMENT

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

Name: Kay Lyn Schwartz

Internal Address: Gardere Wynne Sewell LLP

3000 Thanksgiving Tower

Street Address: 1601 Elm Street

City: Dallas

State: Texas Zip: 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: kschwartz@gardere.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.01

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a Credit Card Last 4 Numbers _____
Expiration Date _____

b Deposit Account Number 07-0153

Authorized User Name Kay Lyn Schwartz

9. Signature: _____

Kay Lyn Schwartz
Signature

5/23/06
Date

Kay Lyn Schwartz

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 070153 2458938

TRADEMARK ASSIGNMENT

This Assignment is effective as of November 21, 2001, between NESTFAMILY.COM, INC., a corporation of the State of Delaware and doing business at 6100 Colwell Blvd., Irving, Texas 75039 (hereinafter "ASSIGNOR") and TOPNEST, L.L.C., a Texas limited liability company doing business at 6100 Colwell Blvd., Irving, Texas 75039 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark identified in the attached Schedule A, which is registered in the United States;

WHEREAS, ASSIGNOR is desirous of transferring and assigning to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the trademark and registration identified in the attached Schedule A; and

WHEREAS, ASSIGNEE, is desirous of acquiring all ASSIGNOR's rights, title and interest in and to said trademark and registration identified in the attached Schedule A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees as follows:

1. ASSIGNOR does hereby sell, assign and transfer to said ASSIGNEE all right, title and interest in and to the trademark and registration identified in the attached Schedule A, together with the goodwill of the business symbolized by the trademark and registration identified in the attached Schedule A, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said trademark and registration identified in the attached Schedule A, and in and to all rights corresponding to the foregoing throughout the world.
2. ASSIGNOR shall execute any and all documents reasonably requested by ASSIGNEE to effect transfer and recording of the trademark and registration to ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR has caused this Trademark Assignment to be executed by its duly authorized representative as of the date below stated.

NESTFAMILY.COM, INC.

By: *Seldon P. Young*
Name: *Seldon P. Young*
Title: *CEO*

SCHEDULE A

Mark	Serial Number or Registration Number
THE ANIMATED STORIES FROM THE NEW TESTAMENT	2,458,938