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

11.3.06

1. Name of conveying party(ies):

Multnomah Publishers, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 25, 2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Exponential, Inc.

Internal

Address: 1150 Monarch Plaza

Street Address: 3414 Peachtree Road NE

City: Atlanta

State: Georgia

Country: United States

Zip: 30326

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

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

A. Trademark Application No.(s)
Serial Number 78/280163

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
THE DREAM GIVER

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

Name: Bird, Loechl, Brittain & McCants, LLC

Internal Address: 1150 Monarch Plaza

Street Address: 3414 Peachtree Road NE

City: Atlanta

State: Georgia

Zip: 30326

Phone Number: 404-264-9400

Fax Number: 404-365-9731

Email Address: cjones@birdlawfirm.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

Authorized User Name _____

11/06/2006 10:00:10Z 78200163 40.00 DP

9. Signature:

Signature

November 3, 2006

Date

Courtney D. Jones

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 15

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of the 25 day of June, 2004 but effective as of the 1st day of November, 2003 (the "Effective Date"), by and between Multnomah Publishers, Inc., having its registered office at 204 West Adams Avenue, PO Box 1720, Sisters, OR 97759 ("Assignor") and Exponential, Inc. having a principal place of business at 2100 RiverEdge Parkway, Suite 1100, Atlanta, Georgia 30328 ("Assignee").

WITNESSETH

WHEREAS, Assignor filed trade mark applications on July 29, 2003 with the United States Patent and Trademark Office for the word mark, THE DREAM GIVER (the "Word Mark") in international class 009, which was assigned Serial Number 78/280233, and in international class 016, which was assigned Serial Number 78/280163, and Assignor has used the Word Mark and is the owner of the Word Mark and all good will of its business associated therewith (collectively, the "Mark"); and

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to assign to Assignee all right, title, and interest in and to the Mark and any resulting registration of the Mark in the United States in connection with any and all goods and services identified by the Mark;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment to Assignee.

1.1. Prior to the Assignment Effective Date set forth below, Assignor grants to assignee a royalty-free, non-exclusive, worldwide license to use, and to sublicense the use of, the Mark in association with video products and printed gift products. Assignee represents that all products produced under said license will be and are of the same high level quality with which Assignor is familiar.

1.2. Subject to the terms and conditions of this Assignment, effective as of the Assignment Effective Date (defined below), Assignor hereby transfers and assigns to Assignee and Assignee hereby assumes all right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the right to recover for damages and profits and other remedies for past infringement of the Mark.

1.3. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, reasonably necessary to vest in Assignee all right, title, and interest in and to the Mark, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or other rights related agreements.

1.4. Assignee agrees to register, monitor, and at its sole option to use commercially reasonable efforts to enforce, its rights to the Mark, including without limitation, preserving and enforcing rights to the Mark and preventing infringement or dilution of the Mark to identify printed products and

musical works of the types published or licensed by Assignor. Without limitation, Assignee agrees to direct its counsel to institute and review a trademark watch service to monitor infringing trademark filings. Each party agrees to provide prompt notice to the other of any infringement of the Mark. Assignor and Assignee shall share equally any expenses incurred in the enforcement and defense of the Mark in the United States and Canada against infringers and shall share equally all amounts in settlement and damages resulting from the enforcement thereof in said territories. In the event Assignor or Assignee elects not to participate in enforcement of any such trademark rights within sixty days of the other party's written request to enforce such trademark rights, then the other party may at its option and at its own expense for and on behalf of the Assignee enforce such trademark rights. The party that enforces such trademark rights shall retain all damages and amounts in settlement resulting from such enforcement.

1.5. Assignee and Assignor shall each provide the other with comprehensive and timely information regarding each license of the Mark negotiated or granted by Assignee or Assignor and Assignee shall keep a comprehensive list of all license rights granted by Assignor and Assignee. Such list will be used by both parties for purposes of coordinating licensing strategies and protection of the Mark.

1.6. Assignor hereby grants to Assignee, a non-exclusive, royalty-free, worldwide license to use certain trade dress associated with the Word Mark, as used on the cover of the book entitled *The Dream Giver* (the "Trade Dress"), a representation of which is attached as Exhibit D.

1.7. "Assignment Effective Date" shall mean the day after the date Assignor files Statements of Use with the United States Patent and Trademark Office for the Word Mark in international class 016 (Serial Number 78/280163) and in international class 009 (Serial Number 78/280233).

2. Rights Licensed back to Assignor.

2.1. Assignee licenses back to Assignor a royalty-free, non-exclusive, worldwide, sublicensable license to use the Mark in connection with (a) products published or licensed by Assignor authored by Bruce Wilkinson ("Author") and promotions for said products and Author, whether in print, via Assignor's web site, and any other marketing and promotional materials used by Assignor and its licensees related thereto, (b) Assignor's registration, maintenance and ownership of the domain name "thedreamgiver.com" (the "Domain") owned by Assignor, and (c) Assignor's creation, development, maintenance and operation of a web site on the World Wide Web linked to the Domain (the "Web Site"). *Assignor agrees to use the Mark only in association with products that are of the high quality levels with which Assignee is familiar. All use of the Mark by Assignor shall inure to the benefit of Assignee.*

2.1.1. Assignor agrees to use the Mark only in association with products that are of, and to maintain and operate the Web Site at, the quality and at the level specified by and satisfactory to Assignee. Assignor will also enforce compliance of this quality standard with each third party it licenses to use the Mark.

2.1.2. Assignor will permit representatives of Assignee to inspect the products in association with which Assignor or its sublicensees use the Mark, on the premises of Assignor or its

sublicensees, at all reasonable times and on reasonable prior notice. Assignor shall, and shall require its sublicensees to, upon request of Assignee, submit to Exponential or to its representatives, samples of all products that Assignor or its sublicensees sell or distribute or intend to sell or distribute under the Mark for the purpose of determining compliance with this Agreement. The quality of any such product will be deemed acceptable to Assignee unless specific written objection is given to Assignor within two weeks of the time of inspection. Assignor (and its sublicensees) shall have thirty (30) days to make any necessary corrections, provided that any dispute under this Section shall be resolved under the terms of Section 6 of this Agreement, taking into consideration the need for a quick resolution of any dispute.

2.1.3. Upon request, Assignor shall provide Assignee with representative samples of all products sold or licensed by Assignor or its sublicensees under the Mark. When using or licensing the Mark under this Agreement, Assignor agrees that it and its sublicensees shall comply substantially with all laws pertaining to trademarks in force at any time in the countries and jurisdictions in which products which Assignor and its sublicensees are permitted to sell under the Mark are sold, including, but not limited to, compliance with marking requirements. Assignor agrees that it and its sublicensees shall always identify the Mark by use of the appropriate legally recognized trademark symbol for such use of the Mark in each such country or jurisdiction, at least once in connection with each publication of the Mark. Assignor further agrees that it and its sublicensees shall use the Mark only in conformance with the TRADEMARK GUIDELINES set forth in Exhibit A attached hereto. Neither Assignor nor any of its sublicensees shall alter the nature or design of the Mark in any way nor use or authorize use of the Mark in the creation of a composite mark or associate it with another Mark used by Assignor or any of its sublicensees, unless prior written consent is obtained from Assignee.

2.1.4. Except as otherwise provided herein, the license to Assignor granted hereunder shall remain in full force and effect for an initial term of five (5) years from the Effective Date of this Agreement. Thereafter, this Agreement will automatically renew in five (5) year increments, unless and until terminated by either party providing the other party with at least ninety (90) days' prior written notice of such termination.

2.1.5. If (a) Assignor makes any assignment of assets or business for the benefit of creditors, (b) a trustee or receiver is appointed to administer or conduct its business or affairs, (c) Assignee voluntarily commences proceedings in bankruptcy or other proceedings for relief of debts or protection from creditors, or (d) any involuntary bankruptcy proceedings are commenced against it which are not dismissed within sixty (60) days of their commencement, then the license granted to Assignor hereunder and all related rights granted to Assignor herein shall forthwith cease and terminate (subject to Section 2.1.8 hereof) without prior notice or legal action by Assignee. In the event that the foregoing clause is held to be unenforceable under the bankruptcy laws, then the trustee in bankruptcy shall be able to maintain this Agreement only if the trustee abides by all of the provisions herein; and failure of the trustee to do so shall be a material breach of this Agreement.

2.1.6. Should the Assignor fail to comply with any material obligation of this Agreement, specifically including all of Assignor's obligations under the provisions of Sections 2.1.1, 2.1.2 and 2.1.3 of this Agreement, the Assignee may terminate the license granted to Assignor hereunder upon thirty (30) days' written notice to the Assignor, provided that the Assignor has not corrected such default to the reasonable satisfaction of the Assignee during such thirty (30) day period.

2.1.7. If the Assignor ceases publication, sales, and licensing of products under the Mark and declares all such products as out-of-print, or such products are not available for sale in the marketplace for a period in excess of one (1) year, the license granted to Assignor hereunder shall automatically terminate.

2.1.8. If the license granted to Assignor hereunder is terminated for any reason, all rights granted to Assignor hereunder, with the exception of subsidiary rights licensed or sold by Assignor and still in effect at the time of the termination, shall revert to Assignee upon the effective date of such termination, without prejudice to any royalties or other monies due from one party to the other. Any such subsidiary rights shall remain in effect between the Assignor and the grantees of such subsidiary rights in accordance with their respective terms, but the term of any license or sale of such subsidiary rights shall not be renewed upon expiration of the term thereof in effect at the time of the termination of the license granted to Assignor hereunder except with the express written consent of Assignee.

2.1.9. Assignor acknowledges that, subject only to the license set forth in this Agreement, Assignee is the owner of all trademark rights in and to the Mark, and Assignor will not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair any part of such right, title, and interest, and will not challenge the validity of the Mark. In connection with the use of the Mark, Assignor shall not in any manner represent that it has any ownership in the Mark or any trademark applications and/or registrations related thereto. Assignor acknowledges that use of the Mark shall not create in Assignor's favor any right, title, or interest in or to the Mark therein, but that all such sublicensed uses of the Mark granted by the Assignor shall inure to the benefit of the Assignee.

2.1.10. Subject to Section 2.1.8 hereof, upon termination of this Agreement in any manner provided herein, the Assignor will cease and desist from all use of the Mark in any way and will deliver up to the Assignee, or its duly authorized representatives, all goods, material and papers upon which the Mark appears. Furthermore, the Assignor will at no time adopt or use, without the Assignee's prior written consent, any word or mark which is likely to be similar to or confusing with the Mark.

2.2 Assignee and Assignor shall each provide the other with comprehensive and timely information regarding each license of the Mark negotiated or granted by Assignee or Assignor and Assignee shall keep a comprehensive list of all license rights granted by Assignor and Assignee. Such list will be used by both parties for purposes of coordinating licensing strategies and protection of the Mark.

2.3 Each party (the "Indemnifying Party") hereby indemnifies and holds harmless the other party (the "Indemnified Party") against all losses, damages, and expenses, including reasonable attorneys' fees (which, in turn, includes (without limitation) in-house counsel time at market rates) incurred as a result of or related to claims arising from licenses granted by the other party pursuant to this Agreement, except to the extent that any such claim arises from wrongdoing of the Indemnified Party. Each party agrees to carry a product liability insurance policy in the face amount of at least One Million Dollars (\$1,000,000), which covers liability arising from the licenses granted under this Agreement.

3. Agreements Regarding Web Sites and Domains.

3.1 Assignor licenses Assignee access to any list of email names (the "List") generated from the Domain or Web Site. Assignor grants permission to the company hosting the Web Site to deliver a direct feed of the List to Assignee. Assignee licenses Assignor access to any list of email names (the "Assignee List") generated from any domain name or web site used, maintained or operated by Assignee in connection with the Mark. Assignee grants permission to the company hosting any such Assignee web site to deliver a direct feed of the Assignee List to Assignor.

3.2 Assignor agrees to include three (3) web pages (the "Sponsored Pages") linked to the Domain and Web Site, which promote products or services associated with the Mark that are produced and distributed by Assignee or its affiliates. Assignee will design the Sponsored Pages and will have control and permission to update them directly with the company hosting the Web Site.

4. Assignee Reimbursement to Assignor.

4.1. Assignee agrees to reimburse Assignor for out-of-pocket expenses incurred by Assignor as specified in Exhibit B attached hereto for filing and registering the Mark.

4.2. Assignee also agrees to reimburse Assignor for any future out of pocket costs incurred by Assignor, related to any Assignee request for Assignor to file any additional documents required for registration of the Mark.

4.3. Assignor may deduct amounts due Assignor from royalties otherwise due Assignee.

5. Assignor Indemnification. With the exception of the Sponsored Pages posted and maintained by Assignor, Assignor will indemnify and hold Assignee harmless against any claims arising from the content or operation of the Web Site or the Domain, beginning from the effective date of this Assignment.

6. Dispute Resolution. The parties to this Assignment are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Officers of the respective parties shall first use reasonable efforts for a period of ten (10) business days to resolve any dispute, claim, or controversy arising under this agreement through good faith discussion and negotiation. In the event that a dispute, claim, or controversy remains unresolved after such period, the controversy or claim arising out of this Assignment or the breach thereof shall be settled by binding arbitration in accordance with the terms, conditions, and rules set forth in Exhibit C attached hereto. Judgment upon the award may be entered in the highest court of the forum, state or federal, having jurisdiction. Such arbitration shall be held at Portland, Oregon.

7. Attorney's Fees. In the event that any claim or dispute arising from or related to this Assignment is arbitrated pursuant to the provisions of the DISPUTE RESOLUTION paragraph above, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in preparation or in prosecution or defense of such arbitration as fixed by the arbitrator, and if any appeal is taken from the decision of the arbitrator, reasonable attorney's fees as fixed by the appellate court. For purposes of this Assignment, "reasonable attorney's fees" shall mean reimbursement of outside counsel fees and

the value of in-house counsel time at market rates.

8. Governing Law. This Assignment shall, regardless of the places of physical execution, be interpreted and construed according to and under the laws and statutes of the State of Oregon.

9. Modification and Severability. This Assignment constitutes the complete understanding of the parties and no other representations concerning this Assignment shall be binding. No alteration, modification, or waiver of any provision in this Assignment shall be valid unless in writing and signed by both parties. If any provision of this Assignment is found to be invalid, unenforceable or illegal, the remaining terms and provisions shall remain valid and enforceable. Each party represents and warrants that they have read this Assignment and fully understand its terms, and recognize that they have the right, and are well-advised, to consult with knowledgeable legal counsel prior to signing below.

10. Notices. All notices, requests, demands, reports, statements, and other communications pursuant to this Assignment shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or on the second day after mailing if mailed by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Assignor:
Multnomah Publishers, Inc.
204 West Adams
PO Box 1720
Sisters, OR 97759
Attn: General Counsel

To Assignee:
Exponential, Inc.
c/o Global Vision Resources, Inc.
Pvt Bag X 179
Bryanston 2021
South Africa
Attn: Dr. Bruce H. Wilkinson

With a copy to:

Bird & Loechl, LLC
1150 Monarch Plaza
3414 Peachtree Road, N.E.
Atlanta, Georgia 30326
Attn: Kevin J. Loechl

11. Successor and Assigns. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the respective parties. The Agreement is assignable by Assignee; however, neither this Agreement nor the license granted hereunder shall be assignable by Assignor without the written consent of the Assignee, which consent shall not be unreasonably withheld.

12. Headings. The heading of any provision of this Agreement is for descriptive purposes only and

shall not be deemed to modify or qualify any of the rights and obligations set forth in each such provision.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

Assignor:
Multnomah Publishers, Inc.

Brian D. Flagler
Brian D. Flagler
Vice President of Administration
and General Counsel

6/16/04
Date

Assignee:
Exponential, Inc.

Bruce H. Wilkinson, President
Dr. Bruce H. Wilkinson, President

June 25, 04
Date

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF DESCHUTES

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 16th day of June, 2004, personally appeared Brian D. Flagler, to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Administration and General Counsel of Multnomah Publishers, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation.

(SEAL)

NOTARY PUBLIC

Cheryl Reinertson

My Commission Expires:

January 9 2006

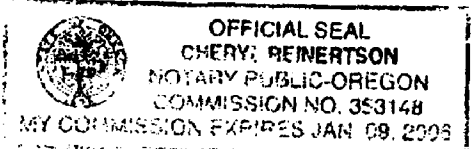


EXHIBIT A

TRADEMARK GUIDELINES – Applicable to the Word Mark, THE DREAM GIVER™

1. Trademarks are proper adjectives and should be followed by generic terms.
2. Trademarks should not be pluralized.
3. Trademarks should not be used in the possessive form.
4. Trademarks are never verbs.
5. Trademarks should always be set off from surrounding text by using initial capital letters, all capital letters, quotation marks, italics or other different type font, or the logo form of the trademarks.

EXHIBIT B

Trademark filing fees related to the Mark to be reimbursed to Assignor by Assignee:

\$335.00 – Application filed on July 29, 2003 in international class 016 (Serial Number 78280163)

\$335.00 – Application filed on July 29, 2003 in international class 009 (Serial Number 78280233)

ARBITRATION

Dispute Resolution: If, at any time, the parties to this Agreement (“Parties”) are unable to resolve a dispute, the dispute shall be resolved through binding arbitration pursuant to the following conditions, terms, and rules.

NOTICE CONCERNING ARBITRATION

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING UNDER THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY OREGON LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF OREGON LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING UNDER THIS AGREEMENT TO NEUTRAL ARBITRATION.

(Initials) BDF	(Initials)
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Notice of Dispute: Any Party may serve a notice electing to arbitrate on another Party and to Institute for Christian Conciliation. Such notice shall contain the following: (a) the Party’s demand for arbitration pursuant to this Section, and (b) a request that Institute for Christian Conciliation furnish the Parties with the names of at least three persons willing to arbitrate the dispute.

Selection of the Arbitrator: Within fifteen (15) days of receipt by the Parties of a list of arbitrators from Institute for Christian Conciliation, the Parties shall select an arbitrator to hear and resolve the dispute and shall give notice to Institute for Christian Conciliation of the selection of an arbitrator. If the Parties are unable to select an arbitrator from such list within the foregoing fifteen (15) day period, the arbitrator shall be appointed by Institute for Christian Conciliation subject to mutual agreement by the Parties.

Conduct of Arbitration: Within twenty (20) days after an arbitrator has been selected, or service of notice on the Parties that an arbitrator has been appointed, each Party may serve arguments on the arbitrator regarding the resolution of the dispute. Any argument served on the arbitrator must be served concurrently on all Parties. The arbitration proceeding shall be conducted by the arbitrator in accordance with the rules of the Christian Conciliation service, and supplemented by all provisions of the Oregon Rules of Civil Procedure and Oregon Rules of Evidence, as modified herein. The proceedings shall be conducted in Portland, Oregon.

EXHIBIT D



THE
DREAM
GIVER

BRUCE
WILKINSON

Author of the #1 New York Times Bestseller
THE PRAYER OF JACOB