

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rainbow Studies International, Limited Partnership		12/13/2006	LIMITED PARTNERSHIP:
World Energy Resources, Inc.		12/13/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Rainbow Studies, Inc.
Street Address:	213 E. Russell
City:	El Reno
State/Country:	OKLAHOMA
Postal Code:	73036
Entity Type:	CORPORATION:

Name:	Mr. Billy Hughey
Street Address:	1502 Ridgecrest Dr.
City:	El Reno
State/Country:	OKLAHOMA
Postal Code:	73036
Entity Type:	INDIVIDUAL:

Name:	Ms. Janice Hughey
Street Address:	1502 Ridgecrest Dr.
City:	El Reno
State/Country:	OKLAHOMA
Postal Code:	73036
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark

OP \$90.00 1614815

Registration Number:	1614815	RAINBOW STUDY BIBLE
Registration Number:	1883560	BOLD LINE
Registration Number:	1797766	BOLD LETTER

CORRESPONDENCE DATA

Fax Number: (212)754-0330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 907-7381
Email: rsilverman@golenbock.com
Correspondent Name: Robin E. Silverman
Address Line 1: 437 Madison Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin E. Silverman
Signature:	/Robin E. Silverman/
Date:	12/29/2006

Total Attachments: 4
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Termination and Release of Liens (Including Those Covering Trademarks)

Reference is made to that certain Agreement to Sell Assets and Contract Rights dated August 14, 1996, among Rainbow Studies, Inc., an Oklahoma corporation ("*RSI*"), Rainbow Studies International, Limited Partnership (the "*LP*"), World Energy Resources, Inc. (the "*GP*" and together with the LP, the "*Sellers*"), and Billy Hughey, Janice Hughey and Carl Nick, as the same may have been amended from time to time (the "*Purchase Agreement*").

Pursuant to the Purchase Agreement, RSI acquired from the LP substantially all of the LP's assets and RSI acquired from the GP the GP's contract rights under a certain 1985 Agreement (as defined therein). In connection with such acquisition, RSI and Billy Hughey and Janice Hughey incurred certain indebtedness to the Sellers and granted Sellers liens on and security interests in various assets, properties and rights of RSI and of Billy Hughey and/or Janice Hughey, including those that RSI acquired from the Sellers, and including without limitation certain copyrights and trademarks.

Each of the Sellers hereby acknowledges that all obligations and indebtedness of RSI to the Sellers, or any of them, whether pursuant to the Purchase Agreement or otherwise (collectively the "*Indebtedness*") has been paid, satisfied and discharged in full. Sellers hereby acknowledge the prior termination and release of all liens, pledges security interests and encumbrances whatsoever (including without limitation any of the foregoing covered by that certain security agreement recorded in the United States Patent and Trademark Office on or about December 16, 1996) in favor of the Sellers or any of them on, in or with respect to all tangible and intangible property, fixtures, assets, copyrights, trademarks and other rights and interests of RSI, including without limitation those certain trademarks identified on Schedule A hereto. For the avoidance of doubt, each of the Sellers (i) hereby forever and irrevocably releases and terminates all security interests, liens, pledges and encumbrances (if any), in, on or with respect to the assets, properties and rights of RSI and the assets, properties and rights of Billy Hughey and/or Janice Hughey and (ii) shall execute and/or deliver such releases, discharges, UCC terminations, and similar documents to evidence such releases and terminations and shall deliver them to RSI, or to Standard Publishing Group LLC, a Delaware limited liability company ("*Standard*", the Sellers having been advised that Standard currently intends to acquire various assets and rights of RSI), and to file and record same (all at RSI's expense).

Each of the Sellers hereby agrees from time to time hereafter upon the reasonable written request of RSI or Standard, to take any and all steps necessary to (i) fully release of record and return any and all collateral of RSI and any and all collateral of Billy Hughey and/or Janice Hughey to Standard or to such other party as RSI designates), and (ii) release of record any instruments executed by RSI, or by Billy Hughey and/or Janice Hughey, in favor of any of the Sellers with respect to the Indebtedness, terminate and release any and all UCC financing statements covering such collateral, and terminate and release any and all security interests filed with the US Patent and Trademark Office and/or the US Copyright Office.

This instrument may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which taken together shall constitute one instrument and agreement. Delivery of an executed counterpart via facsimile transmission shall be deemed to constitute delivery of an executed original hereof.

Executed as of December 13, 2006.

RAINBOW INTERNATIONAL,
LIMITED PARTNERSHIP

By: WORLD ENERGY RESOURCES, INC.,
General Partner

By: Randy Mecklenburg
Print Name: RANDY MECKLENBURG
Title: Pres.

WORLD ENERGY RESOURCES, INC.

By: Randy Mecklenburg
Print Name: RANDY MECKLENBURG
Title: Pres.

ACKNOWLEDGEMENT

State of Oklahoma)
) ss:
County of Kingfisher)

On the 13th day of December in the year 2006 before me, the undersigned, personally appeared Randy Mecklenburg personally known to me or proved to me on the basis of satisfactory evidence to be the individual who subscribed the name of the maker thereof to the within instrument as President of World Energy Resources, Inc., the general partner of Rainbow International, Limited Partnership and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Commission Expires:
September 14, 2007
Comm. No.: 99013162

ACKNOWLEDGEMENT

State of Oklahoma)
) ss:
County of Kingfisher)

On the 13th day of December in the year 2006 before me, the undersigned, personally appeared Randy Mecklenburg personally known to me or proved to me on the basis of satisfactory evidence to be the individual who subscribed the name of the maker thereof to the within instrument as President of World Energy Resources, Inc., and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Commission Expires:
September 14, 2007
Comm. NO.: 99013162

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial Number</u>
<u>BOLD LETTER</u> RENEWED	R1797766	74-271740
<u>BOLD LINE</u> RENEWED	R1883560	74-506724
<u>RAINBOW STUDY BIBLE</u> RENEWED	R1614815	73-756453