

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
Integrity Media, Inc.		09/19/2006	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Serial Number:	78371388	IT'S NOT ABOUT ME	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	052845-801		
NAME OF SUBMITTER:	Robert L. Brewer		
Signature:	/Robert L. Brewer/		
Date:	02/07/2007		

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Total Attachments: 5

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of September 19, 2006, by and among Thomas Nelson, Inc., a Tennessee corporation ("Buyer"), Integrity Publishers, Inc., a Delaware corporation (the "Seller"), and Integrity Media, Inc. a Delaware corporation and the sole shareholder of Seller ("Integrity"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article X.

WHEREAS, Seller holds all the assets and properties relating to, used or held for use in the Business (other than those assets held by Integrity to be licensed pursuant to the License Agreement), and holds no other assets or properties; and

WHEREAS, upon the terms and subject to the conditions set forth herein, Buyer desires to purchase or acquire from Seller, and Seller desires to sell, assign and transfer to Buyer, substantially all of those assets and properties free of all encumbrances as of the Closing Date.

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **PURCHASE AND SALE OF THE ASSETS**

1.01 Assets. Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, the Seller will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will purchase and acquire from the Seller, all right, title and interest of the Seller in and to all of the Seller's properties, assets and rights of every nature, kind and description, owned, licensed, leased, tangible and intangible (including goodwill), wherever located and whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired, as the same may exist on the Closing Date (collectively, the "Assets"), other than the Excluded Assets. The Assets include, without limitation, all those items in the following categories that conform to the above definition of the term "Assets," other than, in each instance, those items that conform to the definition of Excluded Assets:

- (a) all tangible personal property;
- (b) all inventory, point-of-sale Inventory, goods, catalogs, brochures and similar marketing materials, raw materials, work in process, finished products, packaging, spare parts, replacement and component parts, film, plates, printing materials, artwork, manuscripts, and office and other supplies of the Business, including those held at any location controlled by the Seller or any of its Affiliates and those previously purchased and in transit to the Seller or any of its Affiliates at such locations (collectively, the "Included Inventories");
- (c) all Intellectual Property that Seller uses, has used or has the right to use in the Business, including without limitation the Intellectual Property listed on Schedule 1.01(c), goodwill associated therewith, licenses and sublicenses granted and obtained with respect

Schedule
Trademark Names to be Transferred

TRANSFERRED

TRADEMARK NAME	Classes of service	Chtry	Status	Appl. No.	Reg. No.	Reg. Date	First Use
Enlight (stylized & design), Enlight	16 – publications and workbooks in the field of topics relating to religion 41 – publication of religious books, children's books, and printed publications, namely, pamphlets, brochures, journals, workbooks, guides, magazines, leaflets and manuals; and online publication of books	US	Registered	76/566,173	2,991,166	09/06/2005	01/03/2003
It's Not About Me cl 9, 14, 16, 25, 41	9 – pre-recorded audio cassette tapes, per-recorded video cassette tapes, compact discs and CD ROMs, all featuring musical and religious content for children and families; multimedia computer software featuring musical and religious content for children and families 14 – jewelry 16 – series of educational books, booklets, activity books, magazines, newsletters, and workbooks for children and families all in the field of music, drama and religion; greeting cards and postcards, posters, calendars, sheet music, and songbooks all in the field of music, drama and religion 25 – clothing, namely t-shirts and hats 41 – production and distribution of television, cable, and radio programs; motion picture film production and distribution services; entertainment in the nature of ongoing, educational television and radio programs in the field of music, religion, and animation for children and families; live instrumental and vocal musical performances; educational services, namely conducting classes and seminars in the field of religion	US	In Process (file AOU by Feb. 8, 2007)	76/381,553 78/371,388	2,848,311	06/01/2004	01/03/2003 Intent-To-Use
<i>Scrapbook of Memories</i> The Yada Yada Prayer Group	16 – scrapbooks 16 – series of fictional books	US US	Registered Registered	78/373,200 78/509,355	2,999,181 3,032,139	09/20/2005 12/20/2005	01/28/2004 09/16/2003

Schedule

BILL OF SALE

1. *Sale and Transfer of Assets.* For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.01(e)(viii) of that certain Asset Purchase Agreement dated as of September 19, 2006 (the "Purchase Agreement"), by and among Thomas Nelson, Inc., a Tennessee corporation ("Buyer"), Integrity Publishers, Inc., a Delaware corporation ("Seller"), and Integrity Media, Inc., a Delaware corporation ("Integrity"), Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 10:00 a.m. (Nashville, TN time) on the date hereof (the "Effective Time"), all of the Seller's right, title and interest in and to all of the Assets (as defined in the Purchase Agreement).

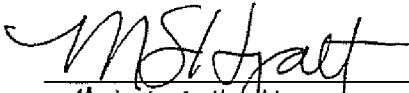
2. *Further Actions.* Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Assets, all at the sole cost and expense of Seller.

3. *Terms of the Purchase Agreement.* The terms of the Purchase Agreement, including, but not limited to, Seller's and Integrity's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

THOMAS NELSON, INC.

By: 
Name: Michael S. Hyatt
Its: President & CEO

INTEGRITY PUBLISHERS, INC.

By: _____
Name: _____
Its: _____

INTEGRITY MEDIA, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

THOMAS NELSON, INC.

By: _____
Name: _____
Its: _____

INTEGRITY PUBLISHERS, INC.

By: Donald Ellington
Name: DONALD S. ELLINGTON
Its: SECRETARY/TREASURER

INTEGRITY MEDIA, INC.

By: P. Michael Coleman
Name: P. Michael Coleman
Its: President + CEO

Signature Page to Asset Purchase Agreement