

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																																
CONVEYING PARTY DATA																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Integrity Media, Inc.</td> <td></td> <td>08/28/2007</td> <td>CORPORATION:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Integrity Media, Inc.		08/28/2007	CORPORATION:																																									
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TRADEMARK
REEL: 003614 FRAME: 0180

Registration Number:	2890595	HYMNS 4 WORSHIP
Registration Number:	2856840	INTEGRITY SPECIAL PRODUCTS
Registration Number:	2986259	GOTTA HAVE GOSPEL!
Registration Number:	3073977	INTEGRITY HOUSE
Registration Number:	3042246	
Registration Number:	2983693	FAIRHOPE FUNDRAISING
Registration Number:	2943078	ESSENTIALS FOR LIVING
Registration Number:	3017428	INTEGRITY'S IWORSHIP
Registration Number:	2972318	INTEGRITY
Registration Number:	3019864	INTEGRITY'S IWORSHIP
Registration Number:	2999355	VERTICAL
Registration Number:	3094953	THE INTEGRITY WORSHIP INSTITUTE
Registration Number:	2999360	VERTICALMUSIC.COM
Registration Number:	3173070	VERTICAL
Registration Number:	3007469	INTEGRITY FILM & VIDEO
Registration Number:	3034747	CHANGE YOUR DIRECTION
Registration Number:	3049037	VERTICALMUSIC
Registration Number:	3118092	INTEGRITY FAMILY
Serial Number:	76612101	INTEGRITY DIRECT
Registration Number:	3003083	VERTICALMUSIC.COM
Serial Number:	77015906	OPEN THE EYES OF MY HEART
Registration Number:	1743670	INTEGRITY MUSIC
Registration Number:	1564211	PRAISE WORSHIP
Registration Number:	1473143	ALLELUIA!
Registration Number:	1554446	QUEST TAPE OF THE MONTH
Registration Number:	1844347	JUST FOR KIDS
Registration Number:	1758083	REFLECTIONS
Registration Number:	2492458	VERTICAL NATION
Registration Number:	1891969	JUST FOR KIDS
Registration Number:	1637424	ALLELUIA MUSIC
Registration Number:	1558871	INTEGRITY MUSIC
Registration Number:	1506657	BRINGS YOU INTO THE PRESENCE OF GOD
Registration Number:	2028293	HOSANNA! MUSIC
Registration Number:	1742795	INTEGRITY MUSIC
Registration Number:	1786104	INTEGRITY COMMUNICATIONS

Registration Number:	1834363	RENEWAL MUSIC
Registration Number:	1845510	INTERLUDES
Registration Number:	2849278	INTEGRITY'S HOUSE OF WORSHIP
Registration Number:	1752270	SONGS THAT TEACH, SONGS THAT PRAISE
Registration Number:	2525124	INTEGRITY
Registration Number:	2520666	H!M
Registration Number:	2438066	URBAN PRAISE
Registration Number:	2385244	SONGTRAX
Registration Number:	2390830	INTEGRITY WORSHIP MINISTRIES
Registration Number:	2416422	INTEGRITY BOOKS
Registration Number:	2570307	INTEGRITY TODAY
Registration Number:	2588641	MUSIC THAT MOVES YOU INTO HIS PRESENCE
Serial Number:	78587369	INTEGRITY 1ST EDITION
Registration Number:	1994532	ALLELUIA MUSIC
Registration Number:	3137189	INTEGRITY SEMINARS & CONFERENCES
Registration Number:	3108786	INTEGRITY PUBLISHERS
Registration Number:	3102061	
Registration Number:	3089626	FILMUSIC SUITES
Registration Number:	2237172	INTEGRITY FILMS
Registration Number:	2124146	INTEGRITY DIRECT
Registration Number:	1992990	INTEGRITY MUSIC
Registration Number:	1992992	JUST FOR KIDS
Registration Number:	2055124	NEW SONGS FOR WORSHIPING CHURCHES
Registration Number:	2386079	H!M HOSANNA! MUSIC
Registration Number:	2556630	VALUES JUST FOR KIDS
Registration Number:	1900466	NEW SONGS FOR WORSHIPING CHURCHES
Registration Number:	0656604	THE INTERLUDES
Registration Number:	2154549	SCRIPTURE IN SONG
Registration Number:	2214516	MISS PATTY CAKE
Registration Number:	2258725	LIVE PRAISE WORSHIP
Registration Number:	2210359	FAIRHOPE KIDS
Registration Number:	2322532	VERTICAL MUSIC
Registration Number:	2449741	INTEGRITY
Registration Number:	2785404	WWW.SONGS4WORSHIP.COM
Registration Number:	2730733	INTEGRITY GOSPEL

Registration Number:	3036398	INTEGRITY FILM
Registration Number:	2929547	INTEGRITY TELEVISION
Registration Number:	2665738	SONGS 4 WORSHIP
Registration Number:	2907156	INTEGRITY MEDIA
Registration Number:	2663263	SONGS 4 WORSHIP.COM
Registration Number:	2803537	INTEGRITY HOUSE
Registration Number:	2628438	VERTICALLIFE
Registration Number:	2556631	VALUES JUST FOR KIDS
Registration Number:	3151623	CLUB J
Registration Number:	2991166	EN LIGHT
Registration Number:	2848311	ENLIGHT
Registration Number:	2999181	SCRAPBOOK OF MEMORIES
Registration Number:	3032139	THE YADA YADA PRAYER GROUP
Registration Number:	2232631	THE CELEBRATION HYMNAL
Registration Number:	1544200	HOSANNA! MUSIC
Registration Number:	2716589	INTEGRITY PUBLISHERS

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-739-3000
 Email: trademarks@morganlewis.com
 Correspondent Name: Morgan, Lewis & Bockius LLP
 Address Line 1: 1111 Pennsylvania Avenue, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397.0382
NAME OF SUBMITTER:	Catherine R. Howell
Signature:	/catherine r. howell/
Date:	09/04/2007

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Integrity Media, Inc., a Delaware corporation ("Pledgor") now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated as of August 28, 2007 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Pledgor, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, National Association, a national banking association, as administrative agent (the "Administrative Agent"), the Lenders have agreed to make loans to the Pledgor. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B annexed hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark;

provided, however, that anything to the contrary herein notwithstanding, the Trademark Collateral shall not include any contract, license or general intangible to which a Credit Party is a party if and to the extent such contract, license or general intangible is subject to express contractual provisions prohibiting the creation of a security interest in the right, title or interest of such Credit Party therein and such creation would, in and of itself, cause or result in a default thereunder enabling another Person party to such contract, license or general intangible to terminate the same or enforce material remedies thereunder; except in each case to the extent that (x) such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such contract, license or general intangible or (y) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity and provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, such Credit Party shall be deemed to have granted a security interest in, all its rights, title and interest in and to such contract, license or general intangible as if such provision had never been in effect. In addition, the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Administrative Agent's unconditional continuing security interest in and to (A) all rights, title and interests of each Credit Party in or to any payment obligations or other rights to receive monies due or to become due under any such contract, license or general intangible and in any such monies and other proceeds of such contract, license or general intangible or (B) all rights, title and interests of each Credit Party in or to any Master Recording, Musical Composition or Record created or sold pursuant to any such contract, license or general intangible or any copyright therein or proceeds therefrom.

The Pledgor agrees that (i) if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgor, the Administrative Agent or the Lenders or (ii) if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. The Pledgor does hereby acknowledge and affirm the representations, warranties and covenants of the Pledgor in the Credit Agreement with respect to the Trademark Collateral. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is executed and delivered by the Pledgor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Lenders, in the Trademark Collateral with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders) shall promptly execute and deliver to the Pledgor, at the Pledgor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of August ²⁸~~29~~, 2007.

PLEDGOR:

INTEGRITY MEDIA, INC.

By Donald S. Ellington
Name: Donald S. Ellington
Title: Secretary and Treasurer

Accepted:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____
Name: Jason P. Somerville
Title: Vice President

Signature Page to Trademark Security Agreement

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TRADEMARK
REEL: 003614 FRAME: 0189

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of August 28th, 2007.

PLEDGOR:

INTEGRITY MEDIA, INC.

By _____

Name:

Title:

Accepted:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____

Name:

Jason P. Somerville

Title:

Vice President

Signature Page to Trademark Security Agreement

S-1

TRADEMARK
REEL: 003614 FRAME: 0190

STATE OF Alabama)
) SS.
COUNTY OF Mobile)

On August 28 2007, before me, Nancy C. Cuesta, Notary Public, personally appeared Donald S. Ellington, Secretary and Treasurer of Integrity Media, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nancy C. Cuesta
SIGNATURE OF NOTARY




Schedule A
to Trademark Security Agreement






TRADEMARKS




<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
<u>INTEGRITY MEDIA, INC. / PROVIDENT DISTRIBUTION LLC LTD</u>	INTEGRITY-PROVIDENT DISTRIBUTION	<u>AUSTRALIA</u>	1078549	05-JUN-06
<u>INTEGRITY MEDIA, INC.</u>	SONGS 4 WORSHIP	<u>AUSTRALIA</u>	903526	04-MAY-04
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA MUSIC & DESIGN	<u>AUSTRALIA</u>	653413	17-FEB-95
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA MUSIC & DESIGN	<u>AUSTRALIA</u>	653414	17-FEB-95
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	<u>AUSTRALIA</u>	A462824	03-APR-87
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	<u>AUSTRALIA</u>	A462825	03-APR-87
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	<u>AUSTRALIA</u>	726743	10-JUL-98
<u>INTEGRITY MEDIA, INC.</u>	JUST FOR KIDS & DESIGN	<u>AUSTRALIA</u>	629412	09-MAY-94
<u>INTEGRITY MEDIA, INC.</u>	JUST FOR KIDS & DESIGN	<u>AUSTRALIA</u>	629413	09-MAY-94
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	<u>BENELUX</u>	517978	24-AUG-92
<u>INTEGRITY MEDIA, INC.</u>	<u>HOSANNA! MUSIC</u>	BRAZIL	<u>825181569</u>	05-JUN-07
<u>INTEGRITY MEDIA, INC.</u>	<u>HOSANNA! MUSIC</u>	BRAZIL	<u>825181577</u>	05-JUN-07
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	CANADA	349,002	09-DEC-88
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA! MUSIC	CANADA	413,296	11-JUN-93
<u>INTEGRITY MEDIA,</u>	INTEGRITY MUSIC	CANADA	TMA399,130	12-JUN-92



<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
<u>INC.</u>				
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA MUSIC & DESIGN	CANADA	TMA484,227	17-OCT-97
<u>INTEGRITY MEDIA, INC.</u>	SONGS 4 WORSHIP	COMMUNITY TRADEMARK	002600492	27-AUG-03
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY DIRECT & HALO DEVICE	COMMUNITY TRADEMARK	4109989	05-NOV-04
<u>INTEGRITY MEDIA, INC. / PROVIDENT DISTRIBUTION LLC LTD</u>	INTEGRITY-PROVIDENT DISTRIBUTION	COMMUNITY TRADEMARK	4664306	20-OCT-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	COMMUNITY TRADEMARK	001338813	08-OCT-99
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	GERMANY	2046425	02-SEP-92
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN	HONG KONG	300398999	07-APR-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY PUBLISHERS & DESIGN	MADRID PROTOCOL	861381	27-JUL-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN (MADRID PROTOCOL - SINGAPORE)	MADRID PROTOCOL	855 203	28-MAR-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY PUBLISHERS & DESIGN (EU)	MADRID PROTOCOL	861381	27-JUL-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY PUBLISHERS & DESIGN (SINGAPORE)	MADRID PROTOCOL	861381	27-JUL-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN (AUSTRALIA)	MADRID PROTOCOL	855 203	28-MAR-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN (MADRID PROTOCOL - CTM)	MADRID PROTOCOL	855 203	28-MAR-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN	MEXICO	920279	22-FEB-06
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN	NEW ZEALAND	727807	07-APR-05
<u>INTEGRITY MEDIA,</u>	JUST FOR KIDS & DESIGN	NEW ZEALAND	236776	10-MAY-94

<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
<u>INC.</u>				
<u>INTEGRITY MEDIA, INC.</u>	JUST FOR KIDS & DESIGN	NEW ZEALAND	236777	10-MAY-94
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	NEW ZEALAND	172403	03-APR-87
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA!	NEW ZEALAND	200086	23-FEB-90
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	NEW ZEALAND	272225	31-JAN-97
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	NEW ZEALAND	272226	31-JAN-97
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	NEW ZEALAND	272227	31-JAN-97
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	NEW ZEALAND	172404	03-APR-87
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA!	NEW ZEALAND	200085	23-FEB-90
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	SINGAPORE	T92/04054H	23-MAY-92
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY BOOKS	SINGAPORE	T98/101312	07-OCT-98
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	SINGAPORE	4055/92	30-MAY-92
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	SINGAPORE	T99/03484E	09-APR-99
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	SOUTH AFRICA	88/0570	28-JAN-88
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	SOUTH AFRICA	88/0571	28-JAN-88
<u>INTEGRITY MEDIA, INC. / TIME LIFE, INC.</u>	SONGS 4 WORSHIP	SOUTH AFRICA	2002/02205	19-FEB-02
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	UNITED KINGDOM	2185617	06-JAN-99







<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	UNITED KINGDOM	1436104	04-SEP-92
<u>INTEGRITY MEDIA, INC.</u>	MUSIC NOTES DESIGN 	UNITED STATES	1,611,930	04-SEP-90
<u>INTEGRITY MEDIA, INC.</u>	<i>Seminars4Worship</i> SEMINARS4WORSHIP & DESIGN	UNITED STATES	2,828,708	30-MAR-04
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY REWARDS	UNITED STATES	2,747,157	05-AUG-03
<u>INTEGRITY MEDIA, INC.</u>	WORSHIP SOFTWARE	UNITED STATES	2,750,307	12-AUG-03
<u>INTEGRITY MEDIA, INC.</u>	GOD WILL MAKE A WAY	UNITED STATES	2,869,902	03-AUG-04
<u>INTEGRITY MEDIA, INC.</u>	PRAISEWORKOUT	UNITED STATES	2,672,302	07-JAN-03
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC'S SCRIPTURE MEMORY SONGS	UNITED STATES	1,867,373	13-DEC-94
<u>INTEGRITY MEDIA, INC.</u>	FAIRHOPE RECORDS & DESIGN	UNITED STATES	2,205,115	24-NOV-98
<u>INTEGRITY MEDIA, INC.</u>	HYMNS 4 WORSHIP	UNITED STATES	2,890,595	28-SEP-04
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY SPECIAL PRODUCTS & DESIGN	UNITED STATES	2,856,840	22-JUN-04
<u>INTEGRITY MEDIA, INC.</u>	GOTTA HAVE GOSPEL!	UNITED STATES	2,986,259	16-AUG-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY HOUSE	UNITED STATES	3,073,977	28-MAR-06
<u>INTEGRITY MEDIA, INC.</u>	 HALO DESIGN	UNITED STATES	3,042,246	10-JAN-06
<u>INTEGRITY MEDIA, INC.</u>	FAIRHOPE FUNDRAISING	UNITED	2,983,693	09-AUG-05





OWNER	TRADEMARK	JURISDICTION	REG NO.	REG DATE
INC.		STATES		
INTEGRITY MEDIA, INC.	ESSENTIALS FOR LIVING	UNITED STATES	2,943,078	19-APR-05
INTEGRITY MEDIA, INC.	INTEGRITY'S IWORSHIP	UNITED STATES	3,017,428	22-NOV-05
INTEGRITY MEDIA, INC.	 INTEGRITY & HALO DESIGN	UNITED STATES	2,972,318	19-JUL-05
INTEGRITY MEDIA, INC.	 INTEGRITY'S IWORSHIP & DESIGN	UNITED STATES	3,019,864	29-NOV-05
INTEGRITY MEDIA, INC.	VERTICAL	UNITED STATES	2,999,355	20-SEP-05
INTEGRITY MEDIA, INC.	THE INTEGRITY WORSHIP INSTITUTE	UNITED STATES	3,094,953	23-MAY-06
INTEGRITY MEDIA, INC.	VERTICALMUSIC.COM	UNITED STATES	2,999,360	20-SEP-05
INTEGRITY MEDIA, INC.	VERTICAL	UNITED STATES	3,173,070	21-NOV-06
INTEGRITY MEDIA, INC.	 INTEGRITY FILM & VIDEO & DESIGN	UNITED STATES	3,007,469	18-OCT-05
INTEGRITY MEDIA, INC.	CHANGE YOUR DIRECTION	UNITED STATES	3,034,747	27-DEC-05
INTEGRITY MEDIA, INC.	 VERTICALMUSIC & RAISED HANDS DESIGN	UNITED STATES	3,049,037	24-JAN-06
INTEGRITY MEDIA, INC.	 INTEGRITY FAMILY & DESIGN	UNITED STATES	3,118,092	18-JUL-06

<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY Direct INTEGRITY DIRECT & DESIGN	UNITED STATES	3,203,255	30-JAN-07
<u>INTEGRITY MEDIA, INC.</u>	VERTICALMUSIC.COM	UNITED STATES	3,003,083	27-SEP-05
<u>INTEGRITY MEDIA, INC.</u>	OPEN THE EYES OF MY HEART	UNITED STATES	3,271,250	31-JUL-07
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	UNITED STATES	1,743,670	29-DEC-92
<u>INTEGRITY MEDIA, INC.</u>	PRAISE WORSHIP & DESIGN	UNITED STATES	1,564,211	07-NOV-89
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA!	UNITED STATES	1,473,143	19-JAN-88
<u>INTEGRITY MEDIA, INC.</u>	QUEST TAPE OF THE MONTH	UNITED STATES	1,554,446	05-SEP-89
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	UNITED STATES	1,544,200	20-JUN-89
<u>INTEGRITY MEDIA, INC.</u>	 JUST FOR KIDS & DESIGN	UNITED STATES	1,844,347	12-JUL-94
<u>INTEGRITY MEDIA, INC.</u>	REFLECTIONS	UNITED STATES	1,758,083	16-MAR-93
<u>INTEGRITY MEDIA, INC.</u>	VERTICAL NATION	UNITED STATES	2,492,458	25-SEP-01
<u>INTEGRITY MEDIA, INC.</u>	 JUST FOR KIDS & DESIGN	UNITED STATES	1,891,969	02-MAY-95
<u>INTEGRITY MEDIA, INC.</u>	ALLELUIA MUSIC	UNITED STATES	1,637,424	12-MAR-91
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY MUSIC	UNITED STATES	1,558,871	03-OCT-89

<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
	INTEGRITY MUSIC & DESIGN			
<u>INTEGRITY MEDIA, INC.</u>	BRINGS YOU INTO THE PRESENCE OF GOD	UNITED STATES	1,506,657	27-SEP-88
<u>INTEGRITY MEDIA, INC.</u>	HOSANNA! MUSIC	UNITED STATES	2,028,293	07-JAN-97
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	UNITED STATES	1,742,795	29-DEC-92
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY COMMUNICATIONS	UNITED STATES	1,786,104	03-AUG-93
<u>INTEGRITY MEDIA, INC.</u>	RENEWAL MUSIC	UNITED STATES	1,834,363	03-MAY-94
<u>INTEGRITY MEDIA, INC.</u>	INTERLUDES	UNITED STATES	1,845,510	19-JUL-94
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY'S HOUSE OF WORSHIP & DESIGN	UNITED STATES	2,849,278	01-JUN-04
<u>INTEGRITY MEDIA, INC.</u>	SONGS THAT TEACH, SONGS THAT PRAISE	UNITED STATES	1,752,270	16-FEB-93
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY	UNITED STATES	2,525,124	01-JAN-02
<u>INTEGRITY MEDIA, INC.</u>	H!M DESIGN	UNITED STATES	2,520,666	18-DEC-01
<u>INTEGRITY MEDIA, INC.</u>	URBAN PRAISE	UNITED STATES	2,438,066	27-MAR-01
<u>INTEGRITY MEDIA, INC.</u>	SONGTRAX	UNITED STATES	2,385,244	12-SEP-00
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY WORSHIP MINISTRIES	UNITED STATES	2,390,830	03-OCT-00
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY BOOKS &	UNITED STATES	2,416,422	26-DEC-00

OWNER	TRADEMARK	JURISDICTION	REG NO.	REG DATE
	DESIGN			
INTEGRITY MEDIA, INC.	INTEGRITY TODAY	UNITED STATES	2,570,307	14-MAY-02
INTEGRITY MEDIA, INC.	MUSIC THAT MOVES YOU INTO HIS PRESENCE	UNITED STATES	2,588,641	02-JUL-02
INTEGRITY MEDIA, INC.	INTEGRITY 1ST EDITION	UNITED STATES	3,230,998	17-APR-07
INTEGRITY MEDIA, INC.	 ALLELUIA MUSIC (STYLIZED) & DESIGN	UNITED STATES	1,994,532	20-AUG-96
INTEGRITY MEDIA, INC.	INTEGRITY SEMINARS & CONFERENCES	UNITED STATES	3,137,189	29-AUG-06
INTEGRITY MEDIA, INC.	 INTEGRITY PUBLISHERS & DESIGN	UNITED STATES	3,108,786	27-JUN-06
INTEGRITY MEDIA, INC.	 VISUAL WORSHIP LOGO	UNITED STATES	3,102,061	06-JUN-06
INTEGRITY MEDIA, INC.	 FILMUSIC SUITES & DESIGN	UNITED STATES	3,089,626	09-MAY-06
INTEGRITY MEDIA, INC.	 INTEGRITY FILMS & DESIGN	UNITED STATES	2,237,172	06-APR-99
INTEGRITY MEDIA, INC.	INTEGRITY DIRECT	UNITED STATES	2,124,146	23-DEC-97
INTEGRITY MEDIA, INC.	INTEGRITY MUSIC	UNITED STATES	1,992,990	13-AUG-96

<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
<u>INTEGRITY MEDIA, INC.</u>	 JUST FOR KIDS & DESIGN	UNITED STATES	1,992,992	13-AUG-96
<u>INTEGRITY MEDIA, INC.</u>	NEW SONGS FOR WORSHIPING CHURCHES	UNITED STATES	2,055,124	22-APR-97
<u>INTEGRITY MEDIA, INC.</u>	 HOSANNA! MUSIC & DESIGN	UNITED STATES	2,386,079	12-SEP-00
<u>INTEGRITY MEDIA, INC.</u>	 VALUES JUST FOR KIDS & DESIGN	UNITED STATES	2,556,630	02-APR-02
<u>INTEGRITY MEDIA, INC.</u>	NEW SONGS FOR WORSHIPING CHURCHES	UNITED STATES	1,900,466	20-JUN-95
<u>INTEGRITY MEDIA, INC.</u>	THE INTERLUDES	UNITED STATES	656,604	31-DEC-57
<u>INTEGRITY MEDIA, INC.</u>	SCRIPTURE IN SONG	UNITED STATES	2,154,549	05-MAY-98
<u>INTEGRITY MEDIA, INC.</u>	 MISS PATTY CAKE & DESIGN	UNITED STATES	2,214,516	29-DEC-98
<u>INTEGRITY MEDIA, INC.</u>	 LIVE PRAISE WORSHIP & DESIGN	UNITED STATES	2,258,725	06-JUL-99
<u>INTEGRITY MEDIA, INC.</u>	 FAIRHOPE KIDS & DESIGN	UNITED STATES	2,210,359	15-DEC-98
<u>INTEGRITY MEDIA, INC.</u>	VERTICAL MUSIC	UNITED	2,322,532	22-FEB-00

<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
<u>INC.</u>		STATES		
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY	UNITED STATES	2,449,741	08-MAY-01
<u>INTEGRITY MEDIA, INC.</u>	WWW.SONGS4WORSHIP.COM	UNITED STATES	2,785,404	25-NOV-03
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY GOSPEL	UNITED STATES	2,730,733	24-JUN-03
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY FILMS & DESIGN	UNITED STATES	3,036,398	27-DEC-05
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY TELEVISION & DESIGN	UNITED STATES	2,929,547	01-MAR-05
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY PUBLISHERS & DESIGN	UNITED STATES	2,716,589	13-MAY-03
<u>INTEGRITY MEDIA, INC./TIME LIFE, INC.</u>	SONGS 4 WORSHIP	UNITED STATES	2,665,738	24-DEC-02
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY MEDIA & DESIGN	UNITED STATES	2,907,156	30-NOV-04
<u>INTEGRITY MEDIA, INC.</u>	<i>Songs 4 Worship.com</i> SONGS4WORSHIP.COM (STYLIZED)	UNITED STATES	2,663,263	17-DEC-02
<u>INTEGRITY MEDIA, INC.</u>	 INTEGRITY HOUSE &	UNITED STATES	2,803,537	06-JAN-04

<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REG NO.</u>	<u>REG DATE</u>
	DESIGN			
<u>INTEGRITY MEDIA, INC.</u>	VERTICALLIFE	UNITED STATES	2,628,438	01-OCT-02
<u>INTEGRITY MEDIA, INC.</u>	<u>VALUES JUST FOR KIDS</u>	<u>UNITED STATES</u>	<u>2,556,631</u>	<u>02-APR-02</u>
<u>INTEGRITY MEDIA, INC.</u>	<u>CLUB J</u>	<u>UNITED STATES</u>	<u>3,151,623</u>	<u>03-OCT-2006</u>
<u>INTEGRITY MEDIA, INC.</u>	<u>EN LIGHT</u>	<u>UNITED STATES</u>	<u>2,991,166</u>	<u>06-SEP-2005</u>
<u>INTEGRITY MEDIA, INC.</u>	<u>ENLIGHT</u>	<u>UNITED STATES</u>	<u>2,848,311</u>	<u>01-JUN-2004</u>
<u>INTEGRITY MEDIA, INC.</u>	<u>SCRAPBOOK OF MEMORIES</u>	<u>UNITED STATES</u>	<u>2,999,181</u>	<u>20-SEP-2005</u>
<u>INTEGRITY MEDIA, INC.</u>	<u>THE YADA YADA PRAYER GROUP</u>	<u>UNITED STATES</u>	<u>3,032,139</u>	<u>20-DEC-2005</u>

Pending Trademark Applications

<u>OWNER</u>	<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN	BRAZIL	827122357	17-JAN-05
<u>INTEGRITY MEDIA, INC.</u>	VERTICAL	BRAZIL	827122349	17-JAN-05
<u>INTEGRITY MEDIA, INC.</u>	VERTICAL	BRAZIL	827122330	17-JAN-05
<u>INTEGRITY MEDIA, INC.</u>	THIS IS CHRISTIAN MUSIC	BRAZIL	827307438	04-APR-05
<u>INTEGRITY MEDIA, INC.</u>	ESTO ES MUSICA CRISTIANA	BRAZIL	827307420	04-APR-05
<u>INTEGRITY MEDIA, INC.</u>	<u>INTEGRITY MUSIC</u>	BRAZIL	825181550	23-DEC- 02
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY MUSIC	BRAZIL	825181542	23-DEC- 02
<u>INTEGRITY MEDIA, INC.</u>	VERTICAL MUSIC	BRAZIL	825424780	07-APR-03
<u>INTEGRITY MEDIA, INC.</u>	VERTICAL MUSIC	BRAZIL	825424771	07-APR-03
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN	CANADA	1,256,635	29-APR-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN	PHILIPPINES	4-2005- 005079	01-JUN-05
<u>INTEGRITY MEDIA, INC.</u>	INTEGRITY & HALO DESIGN	SOUTH AFRICA	2005/06804	07-APR-05
<u>INTEGRITY MEDIA, INC.</u>	WORSHIPKITCHEN	UNITED STATES	77/226,870	11-JUL-07

<u>INTEGRITY MEDIA, INC.</u>	SIMPLY / INTEGRITY.	UNITED STATES	78/661,702	30-JUN-05
<u>INTEGRITY MEDIA, INC.</u>	SRE RECORDINGS	UNITED STATES	78/572,957	23-FEB-05
<u>INTEGRITY MEDIA, INC.</u>	MWORSHIP	UNITED STATES	78/873,151	01-MAY- 06
<u>INTEGRITY MEDIA, INC.</u>	<u>GLOBALWORSHIPNOW.COM</u>	<u>UNITED STATES</u>	<u>78/808,289</u>	<u>06-FEB-06</u>
<u>PROVIDENT DISTRIBUTION LLC AND INTEGRITY MEDIA, INC.</u>	<u>P PROVIDENT-INTEGRITY DISTRIBUTION</u>	<u>UNITED STATES</u>	<u>77/096,055</u>	<u>31-JAN-07</u>

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

Various distributors and subdistributors pursuant to terms of their respective distributions agreement, has the right to distribute products that display trademarks of the Credit Parties but such distributors and subdistributors do not have the right to use the mark independently of the product.

Other Material Trademark Agreements

Assignment of Trademarks from Integrity Incorporated to Celebration Hymnal, LLC of the trademark "THE CELEBRATION HYMNAL", registration number 2232631, registered on March 16, 1999. The Assignment appears at Reel 1934, Frame 0411. Celebration Hymnal, LLC is a joint venture of Integrity Media, Inc.

Trademark assigned to Thomas Nelson, Inc., a Tennessee corporation pursuant to that certain Asset Purchase Agreement dated as of September 19, 2006 among Integrity Media, Inc., Integrity Publishing, Inc., and Thomas Nelson, Inc.