

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.	FORMERLY Integrity Incorporated	10/31/2006	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Miss Patty Cake, LLC		
Street Address:	8111 Technology Drive		
City:	Covington		
State/Country:	GEORGIA		
Postal Code:	30014		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75386596	MISS PATTY CAKE	
Registration Number:	2214516	MISS PATTY CAKE	
CORRESPONDENCE DATA			
Fax Number:	(615)313-8008		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-313-9911		
Email:	kbraun@hbss.net		
Correspondent Name:	Karl M. Braun		
Address Line 1:	611 Commerce Street, Suite 3000		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	2168.0001		
NAME OF SUBMITTER:	Karl M. Braun		
Signature:	/123-4567/		
Date:	02/12/2008		

OP \$65.00 75386596

Total Attachments: 40

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ASSET SALE AND MASTER PURCHASE AGREEMENT
(Miss Patty Cake)

31st OCT 7KA

This Asset Sale Agreement is made and entered into this 26th day of October, 2006 by and between **Integrity Media, Inc.** (herein referred to as "Integrity"), and **Miss Patty Cake, LLC, a Georgia limited liability company** (herein referred to as "MPC").

WHEREAS, Integrity and Nancy Gordon entered into an agreement on April 1, 1999 (the "Gordon Agreement"), whereby Integrity acquired certain rights in and to the fictional character known as Miss Patty Cake (herein called the "Character") including without limitation, all copyrights, trademarks, logos, trade dress, good will and related intellectual property rights pertaining to the Character and the Character's series, including without limitation, other characters affiliated with the Character's series, including Amazing Grace and Colonel Tick Tock, and the title, theme, script, settings, format and features of each product containing the Masters (collectively the "Character Rights"), together with certain sound recordings ("Audio Masters") and audio visual recordings ("Video Masters") embodying the performances of Jean Thomason as the Character (the Audio Masters and Video Masters are collectively referred to herein as the "Masters"), pursuant to the Gordon Agreement and certain contracts more fully described in **Exhibit A** attached hereto and incorporated herein by this reference (collectively called the "MPC Agreements");

WHEREAS, Integrity desires to sell and/or license certain of its rights in and to the Masters and the Character Rights as specified on **Exhibit B**, attached hereto and incorporated herein by this reference, together with its existing inventory of compact discs and digital video discs embodying the Masters (the "Inventory"), upon the terms, covenants and conditions set forth herein;

WHEREAS, MPC desires to purchase and/or license such rights in and to the Masters and the Character Rights as specified on **Exhibit B**, along with the Inventory from Integrity for the Purchase Price and upon the terms, covenants and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms, covenants, promises and conditions set forth herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Sell and Purchase Assets. Subject to the terms and provisions of this Agreement, Integrity hereby agrees to sell, transfer, assign and convey unto MPC, and MPC hereby agrees to purchase and accept from Integrity without representation or warranty, except as expressly set forth herein, all of Integrity's right, title and interest in and to certain Masters and the Character Rights as specified on **Exhibit B** attached hereto and incorporated herein by this reference, along with the Inventory (Masters, Character Rights and Inventory collectively referred to as the "Assets"). All property and rights not expressly set forth on **Exhibit B** are hereby reserved and retained by Integrity. Conveyance of title to the Assets shall be evidenced by delivery, on the Closing Date, of an assignment in the form attached hereto as **Exhibit C**. On the Closing Date, MPC

shall pay to Integrity, by wire transfer or cashier's check, in immediately available funds to the account specified by Integrity, the Purchase Price as set forth in Paragraph 2 of this Agreement. For the avoidance of doubt, Integrity's trademark assignment hereunder includes any and all trademark rights concerning the Character, including without limitation, live performance services and book publishing uses. MPC hereby agrees to provide Integrity with a gratis use of the trademark in regard to books published by Integrity prior to Closing Date.

2. Purchase Price. The purchase price for the Assets shall be One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) (the "Purchase Price") which shall be payable in immediately available funds by wire transfer or cashier's check at closing.

3. Rights Reserved by Integrity. Notwithstanding any other term, covenant or condition of this Agreement, Integrity hereby expressly reserves and retains the following rights (the "Reserved Rights"):

(a) Any and all copyrights in and to the underlying musical compositions embodied upon the Masters and any and all musical compositions created under the Gordon Agreement prior to the Closing Date including, without limitation, the Controlled Compositions as defined in the Gordon Agreement. For avoidance of doubt, Integrity shall retain its right under paragraph 6 of the Gordon Agreement, including, but not limited to, its so-called "administration rights" and its rights to the so-called "publisher's share" of royalties from said compositions;

(b) Any and all copyrights solely in and to the master sound recordings embodying single song compositions identified as Excluded Masters on Exhibit B-3 and embodied upon the Video Masters (not including any spoken word portions or background scoring of the Video Master); provided Integrity shall grant to MPC a perpetual master use licenses for the exploitation of such master sound recordings embodied upon the Video Masters in the form attached hereto as Exhibit D;

(c) Any and all publishing rights owned or controlled by Integrity in connection with any and all books for all titles published, prior to Closing, by Integrity or its affiliates, subsidiaries or parent companies;

(d) A perpetual, royalty free, license to utilize the underlying musical tracks embodied upon the Masters (specifically excluding any vocal tracks) for the exploitation of new master recordings and audio-visual recordings ("Musical Tracks"); and

(d) Subject to the rights granted in paragraph 4 of this Agreement, all copyright in and to the Excluded Masters more particularly described on Exhibit B-3, attached hereto and incorporated herein by this reference.

4. Grant of Rights in Excluded Masters and Compositions.

(a) Notwithstanding the Reserved Rights, regarding certain Masters which Integrity will not be assigning under this Agreement (“Excluded Masters”) and which are set out more specifically in **Exhibit B-3**, Integrity hereby grants MPC perpetual, royalty free, master use licenses for the exploitation of such Excluded Masters, which license shall be on the terms, covenants and conditions set forth on **Exhibit D** attached hereto and incorporated herein by this reference. MPC, however, agrees to pay any royalties owed to any third party composers and producers of the Excluded Masters, the terms of which royalty payments are set out in **Exhibit D-1**.

(b) Notwithstanding the Reserved Rights, Integrity hereby grants MPC perpetual mechanical and synchronization licenses for all compositions embodied upon the Masters at the same pre-closing rates Integrity pays itself for similar licenses, which license shall be in the form of **Exhibits E-1 and E-2** attached hereto and incorporated herein by this reference.

5. Assumption of Duties; Indemnity. Upon Closing, MPC shall assume any and all obligations and duties of Integrity pursuant to the MPC Agreements. Without limiting the generality of the foregoing sentence, MPC expressly agrees and understands that from and after the Closing, it will assume and will be solely responsible for the timely and proper accounting, payment and reporting of any and all royalties and other monies due and payable pursuant to the MPC Agreements. MPC further agrees that it will accept and honor all returns of any and all products from Integrity’s customers and credit such customer’s accounts for such returns after the Closing Date. From and after the Closing, MPC agrees to indemnify and hold Integrity harmless from any and all demands, losses, claims, suits, proceedings, judgments, costs and expenses, including without limitation, reasonable attorneys’ fees and court costs relating to any and all obligations and duties under the MPC Agreements, all of which are expressly assumed by MPC so long as the events on which such claim, demand, loss, suit, proceeding is based, occurs on or after the Closing Date.

6. Division of Proceeds All proceeds, payments or monies accruing or due in connection with the Assets prior to the Closing Date shall be the sole and exclusive property of Integrity and all proceeds, payments or monies accruing or due, in connection with the Assets, on or after the Closing Date shall be the sole and exclusive property of MPC. Regardless of when such monies are received, and subject only to any royalties or other payments due under the MPC Agreements, Integrity shall be entitled to retain any and all monies it receives in connection with the sale of any products derived from the Assets which sales occur or accrue prior to the Closing Date. MPC shall be entitled to receive any monies, subject to the royalties due under the MPC Agreements, in connection with the sale of any products derived from the Assets which sales occur or accrue on or after the Closing Date. In the event that either party receives or is credited with royalties or payments that are payable to the other party, then the party which receives or is credited with such royalties or payments shall remit such royalty or payment to the appropriate party as soon as

reasonably practical, but in any event no later than forty-five (45) days after the close of the calendar quarter in which such royalties or payments were received.

7. Closing Expenses. Except as otherwise expressly provided herein, whether or not the transactions contemplated hereunder are completed, MPC and Integrity shall each be responsible for the payment of their respective closing expenses including, without limitation, any and all cost and expense of any due diligence investigation, and their respective cost and expense of negotiating and carrying out their obligations under this Agreement.

8. Closing. Integrity and MPC agree that the closing of the purchase and sale of the Assets (the "Closing") shall be held on or before October 31, 2006 (the "Closing Date") at the offices of Lassiter, Tidwell & Hildebrand, PLLC in Nashville, Tennessee or such other place or by telephone or mail as agreed by Integrity and MPC. On the Closing Date, in a substantially contemporaneous closing:

(a) Integrity will, with respect to the Assets, sell, assign, convey and transfer to MPC all of Integrity's right, title and interest in and to the Assets, with the exception of the Reserved Rights.

Integrity shall deliver to MPC all Masters in Integrity's possession in accordance with the Delivery requirements set forth in Section 9 below.

(b) MPC shall pay to Integrity, in immediately available funds, an amount equal to the Purchase Price as set forth in Paragraph 2 of this Agreement.

MPC acknowledges and agrees that upon Closing, MPC shall be the owner of the Assets, including the Masters, and shall thereupon assume all rights, and benefits thereunder and shall further assume any and all duties, liabilities, and obligations arising in connection with the Assets and upon delivery of the Masters all risk of loss relating to such Masters shall be the risk of MPC and upon receipt of the Masters, MPC hereby, subject to the warranties, representations and indemnity provisions herein, releases and forever discharges Integrity from any and all liability or obligation of any nature or kind with respect to the Assets and the Masters.

9. Delivery.

(a) In regard to all Audio Masters, Integrity shall deliver to MPC fully mixed, edited, and unequalized and equalized master recordings (including but not limited to a final two-track equalized tape copy, a version thereof without lead vocals but with background vocals, and a version thereof without lead or background vocals), commercially satisfactory for MPC's manufacture and sale of phonograph records, and all original and duplicate master recordings of the material recorded in all formats, together with the multi-track tape and safety copies thereof; and all necessary licenses and permissions.

(b) In regard to all Masters containing audiovisual recordings ("Video Masters"), Integrity will deliver to MPC the original footage of the Video Masters on 16 mm film negative and on Digital Video Tape, two (2) SMPTE digital Beta composite stereo-master videotapes of the Video Masters, one (1) SMPTE Beta SP composite protection-master videotape of the Video Masters and two (2) VHS videocassettes, all in stereo sound, fully cut, edited, assembled with the soundtrack printed thereon in perfect synchronization with the photograph action and with such proper color and shading intensity as is customarily required for network television exhibition, as well as all film shot, all footage transferred to videotape, all audio tapes, edit lists and script notes, all elements used which relate in any manner to the Video Masters, whether or not fully cut, edited, synchronized with sound and titled, and an itemized list of same all of which shall be clearly labeled and identified. Video Master signals will be U.S. standard NTSC format 525 lines, with sync and blanking in accordance with EIA Tentative Standard RS 170 A. Integrity will deliver to MPC all original talent releases and all clearances including but not limited to on-screen talent releases and location releases. Each Video Master will be free from blemishes and scratches, commercially satisfactory for MPC's manufacture of copies thereof and its exercise of all its rights under this Agreement.

(c) In regard to all Video Masters and Audio Masters, Integrity shall deliver to MPC (1) all artwork packaging elements, including logos, photography and other graphics in a digital form satisfactory for the creation of the artwork, (2) all agreements with photographers and artwork designers concerning such artwork elements, if any, and subject to any and all reuse or other fees payable in connection therewith; (3) all materials customarily required for use in the packaging and marketing of phonograph records and audiovisual recordings, including without limitation, complete "label copy" information with respect to such Audio Masters and Video Masters; such "label copy" shall include, without limitation (A) in a "white sheet" format, the title, recording dates, timing, lyrics, publisher(s), songwriter(s), performer(s) and composer(s) of each musical composition embodied on the Audio Masters and Video Masters; (B) the producer(s) thereof; and (C) any other credit and information that is to appear on the labels, liners and packaging of phonograph records or DVD's embodying such Audio Masters or Video Masters; (4) all "sideman" and any third party clearances and consents, including, without limitation; (5) all mechanical, synchronization and first-use licenses for each musical composition embodied in the Audio Masters or Video Masters; (6) all liner notes and credits and (7) any information required to be delivered to unions, guilds or other third parties, in each case for all configurations of phonograph records or audiovisual recordings contemplated for manufacture by MPC. For the avoidance of doubt, Integrity agrees to simultaneously deliver label copy, "white sheet" information and credit information concerning the Excluded Masters.

(d) Delivery of the Audio Masters and Video Masters and all related elements shall be made f.o.b. MPC's offices at the address set forth on the first page hereof.

(e) Integrity shall provide MPC with copies of the most recent accounting statements to all applicable third party payees concerning the Masters on **Exhibit B-2** (i.e., producers, Gordon, Triplehorse, etc.) On or before February 15, 2007, Integrity shall provide MPC with copies of the accounting statements for such third parties concerning the partial period during which closing occurred. Integrity warrants that no advances have been made to any third party publishers with respect to the compositions embodied in the Masters, and is under no obligation to furnish any statements related to publishing rights.

(f) Promptly upon MPC's request Integrity will execute and deliver to MPC such additional instruments of transfer and other documents regarding the Masters as Company may reasonably request.

(g) Notwithstanding any provision of this Paragraph 9 to the contrary, Integrity's obligation shall be fully discharged by delivering to MPC any and all of the foregoing which are in Integrity's possession or under its control. With regard to manufacturing parts in the possession of vendors, Integrity shall deliver letters of authorization to MPC indicating the change of ownership and control, along with a listing of the applicable vendors. For purposes of clarification only, it is the intention of the parties that MPC receive any and all materials for which ownership is transferred to MPC hereunder, and necessary manufacturing parts for materials which are leased to MPC hereunder; Integrity shall not be responsible for delivery of any materials, whether or not listed herein, which never existed, or are not in its possession.

10. Representations and Warranties of MPC. As a condition to the consummation of the transactions contemplated hereby, MPC represents and warrants that each of the following representations and warranties of MPC is true and correct and shall be true and correct on the Closing Date:

(a) MPC is duly organized, validly existing and in good standing under the laws of the State of Georgia with full power and authority, in its capacity as a limited liability company to execute, deliver and perform this Agreement and to enter into and consummate the transactions contemplated by this Agreement. MPC possesses all requisite authority and power to execute, deliver, perform and comply with its obligations under the terms of this Agreement. MPC is duly qualified and in good standing as a foreign limited liability company in all jurisdictions where it is required to be qualified, except where the failure to be qualified is not material. MPC has taken all company action required to authorize its execution, delivery and performance of this Agreement.

(b) The execution and delivery of this Agreement by MPC and the performance of its obligations hereunder will not (i) conflict with or violate (A) MPC's Articles of Organization or Operating Agreement, if any, or (B) any provision of any law or regulation

to which MPC is subject, or (ii) conflict with or result in a breach of or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under any of the terms, conditions or provisions of any agreement or instrument to which MPC is a party or by which it is bound or any order or decree applicable to MPC or result in the creation or imposition of any lien on any of its assets or property. MPC has obtained all consents, approvals, authorizations or orders of any court or governmental agency or body, if any, required for the execution, delivery and performance by MPC of this Agreement.

(c) There is no action, suit or proceeding pending or, to MPC's knowledge, threatened against MPC in any court or by or before any other governmental agency or instrumentality which would prohibit its entering into this Agreement or performing any of its obligations under or pursuant to this Agreement or which is likely to have a material adverse effect on the financial condition of MPC or its ability to conclude the transaction contemplated by this Agreement.

(d) This Agreement, assuming due authorization, execution and delivery hereof by Integrity, constitutes the valid, binding and legal obligation of MPC, enforceable against MPC in accordance with the terms hereof, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights in general and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(e) MPC is a sophisticated investor with full knowledge of and experience in the entertainment industry and is experienced in the management, administration and exploitation of intellectual property rights of the kind and nature represented by the Assets and the Matters; MPC's decision to purchase the Assets is based upon its own independent expert evaluations of the Assets and other materials or information deemed relevant by MPC and its agents, including the warranties and representations made herein. MPC has not relied, in entering into this Agreement, upon any oral or written information from Integrity, or any of its respective employees, affiliates, agents or representatives, other than the representations and warranties of Integrity contained in this Agreement. MPC has had a full and fair opportunity to examine and evaluate the Assets. MPC further acknowledges that no employee or representative of Integrity has been authorized to make, and that MPC has not relied upon, any statements or representations other than those specifically contained in this Agreement. Without limiting the generality of the foregoing, MPC acknowledges that, except as specifically set forth in this Agreement, Integrity has made no representations or warranties as to the Assets including without limitation, the value, marketability, condition or future performance thereof.

(f) MPC has been urged, invited, directed and provided the opportunity to conduct such due diligence review and analysis of the Assets, (including, without limitation, the books and records relating to the Assets and all licensing and other agreement relating to

the Assets and all obligations and duties under such agreements) together with such records as are generally available to the public and other such information and records as MPC deemed necessary, proper or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of the Assets.

(g) MPC acknowledges and agrees that except for warranties and representations set forth in this Agreement, Integrity makes no representation or warranty with respect to the Assets all of which are expressly disclaimed by Integrity and that the Assets are sold, transferred, assigned and conveyed to MPC on an "as is, where is" basis, "with all faults", including but not limited to any warranties contained in any applicable Uniform Commercial Code and further including, without limitation, any warranty of merchantability and/or fitness for a particular purpose.

(h) MPC acknowledges that the Assets may have limited or no liquidity and MPC has the financial wherewithal to own the Assets for an indefinite period of time and to bear the economic risk of an outright purchase of the Assets and a total loss of the Purchase Price for the Assets.

(i) MPC has not employed or used an agent, broker, finder, facilitator or any other person who might be entitled to a fee or commission in connection with the transactions contemplated herein. Neither MPC nor any affiliate of MPC is entitled to a fee in connection with the transactions contemplated hereby.

11. Representation and Warranties of Integrity. Integrity represents and warrants that each of the following representations and warranties of Integrity are true and correct and shall be true and correct on the Closing Date:

(a) Integrity is duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to execute, deliver and perform this Agreement and to enter into and consummate the transaction contemplated by this Agreement. Integrity possesses all requisite authority and power to execute, deliver, perform and comply with its obligations under the terms of this Agreement. Integrity is duly qualified, licensed and in good standing in all jurisdictions where it is required to be qualified and/or licensed, except where the failure to be qualified is not material. Integrity has taken all corporate action required to authorize its execution, delivery and performance of this Agreement.

(b) The execution and delivery of this Agreement by Integrity and the performance of its obligations hereunder will not (i) conflict with or violate (A) Integrity's Certificate of Incorporation or By-laws, or (B) any provision of any law or regulation to which Integrity is subject, or (ii) conflict with or result in a breach of or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under

any of the terms, conditions or provisions of any agreement or instrument to which Integrity is a party or by which it is bound or any order or decree applicable to Integrity or result in the creation or imposition of any lien on any of its assets or property. Integrity has obtained all consents, approvals, authorizations or orders of any court or governmental agency or body, if any, required for the execution, delivery and performance by Integrity of this Agreement.

(c) There is no action, suit or proceeding pending or, to Integrity's knowledge, threatened against Integrity in any court or by or before any other governmental agency or instrumentality which would prohibit its entering into this Agreement or performing any of its obligations under or pursuant to this Agreement or which is likely to have a material adverse effect on the financial condition of Integrity.

(d) This Agreement, assuming due authorization, execution and delivery hereof by MPC constitutes the valid, binding and legal obligations of Integrity, enforceable against Integrity in accordance with the terms hereof, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights in general and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(e) Integrity has good and marketable title to the Assets and Integrity is the sole owner and holder of the Assets subject only to the terms, covenants and conditions set forth in the MPC Agreements, but otherwise free and clear of any and all liens, claims, encumbrances, participation interests, equities, pledges, charges or security interests of any nature and has full right and authority to sell or assign the same. Further, Integrity warrants that the Assets do not infringe on any intellectual property rights of any third party, including without limitation, infringement actions related to copyright, trademark, trade dress, trade secrets, right of publicity, right of privacy or any confidentiality or non-competition agreement.

(f) Integrity has transferred and assigned to Thomas Nelson Publishers all of its right, title and interest in and to the rights to publish the books titled "Praise Parade" and "Resurrection Egg" which feature the Miss Patty Cake character (the "Book Publishing Rights"). Solely with regard to the Book Publishing Rights, Integrity represents and warrants that the rights and contracts assigned to Thomas Nelson do not include the right or option to publish new books featuring the Miss Patty Cake character.

12. **Remedies.** Each and every representation, warranty and covenant made by MPC or Integrity in this Agreement shall survive the Closing.

(a) If Integrity shall breach of any of its representations and warranties set forth in Paragraph 11 and such breach materially and adversely affects the value of the Assets,

MPC shall give prompt written notice thereof to Integrity ("Notice of Claim"). Any such Notice of Claim must be delivered no later than the date which is one (1) year after the date on which MPC discovers such breach. Failure by MPC to deliver a written Notice of Claim with respect to any breach by Integrity within such one-year time limitation shall, for all purposes, terminate and waive any and all rights and remedies of MPC for any such breach under this Agreement. Integrity shall have sixty (60) days from the date it receives a Notice of Claim in which to cure such breach. In the event Integrity fails to cure any such breach within said sixty (60) day period, then MPC may pursue any and all remedies available at law or in equity.

(b) If Integrity fails or refuses to consummate the sale of the Assets pursuant to this Agreement on or before the Closing Date, other than as a result of MPC's default under or breach of any term, covenant, condition, representation or warranty under this Agreement, then MPC, as MPC's sole and exclusive remedy, shall have the right to terminate this Agreement. Upon such termination, neither party shall have any further liability or obligation hereunder.

(c) In the event the transaction contemplated by this Agreement fails to close by reason of any default under or breach of any term, covenant or condition of this Agreement, by MPC, then Integrity shall be entitled to terminate this Agreement. Upon such termination, neither party shall have any further liability or obligation hereunder.

(d) Each party shall indemnify and hold the other harmless against any and all claims, losses, damages, penalties, fines, forfeitures, reasonable attorneys' fees, court costs and litigation expenses, judgments, and any other damages, costs, fees and expenses incurred by the prevailing party (each, a "liability") resulting from (i) any breach of any term, covenant, condition, representation or warranty made by each party pursuant to this Agreement and/or (ii) each party's ownership, exploitation, management and administration of the Assets, including without limitation, the MPC Agreements and the Gordon Agreements, including all Agreements set forth in Exhibit D-1, prior to the Closing Date. In the event of any breach, by MPC or Integrity, of any term, covenant, condition, representation or warranty contained in this Agreement, then either party may pursue any and all remedies available at law or in equity.

13. Notices. Unless otherwise provided for herein, all notices and other communications required or permitted hereunder shall be in writing (including a writing delivered by facsimile transmission, (but excluding e-mail transmission unless acknowledged by the receiving party) and shall be deemed to have been duly given when delivered, if sent by registered or certified mail (return receipt requested); when delivered if delivered personally; when transmitted, if sent by facsimile if a confirmation of transmission is produced by the sending machine; or when delivered, if sent by overnight mail or national overnight courier. In each case, to the parties at the following addresses or facsimile numbers (or at such other addresses as shall be specified by like notice):

If to Integrity:

Integrity Media, Inc.
1000 Cody Road
Mobile, Alabama 36695
Attn: Vice President of Business Affairs

with a copy to:

G. Miller Hogan, II
Lassiter, Tidwell & Hildebrand, PLLC
1850 One Nashville Place
150 Fourth Avenue North
Nashville, Tennessee 37219

If to MPC:

Karl Horstmann
Triple Horse Entertainment
811 Commerce Drive
Covington, GA 30014
Facsimile: (678) 342-8179

with a copy to:

Karl M. Braun, Esq.
Hall, Booth, Smith & Slover P.C.
611 Commerce Street, Suite 3000
Nashville, TN 37203
Facsimile: (615) 313-8008
e-mail: kmb@hbss.net

The giving of any notice required hereunder may be waived, in writing, by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication within any corporation or firm to the persons designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval declaration or other communication.

14. Integrity Contingency. All of Integrity's obligations under this Agreement are expressly contingent upon the execution and delivery of releases and/or consents from Nancy Gordon, Karl Horstmann, Triple Horse Entertainment, Inc. and Jean Thomason, each in form and substance acceptable to Integrity in its sole and absolute discretion. In the event Integrity is unable to obtain such releases on or before the Closing Date, then Integrity may terminate this Agreement by written notice to Purchaser, whereupon this Agreement shall terminate and each party shall be relieved of any further liability or obligation hereunder.

15. Miscellaneous Provisions.

(a) Severability. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

(b) Rights Cumulative. The rights of each of the parties under this Agreement are cumulative and may be exercised as often as any party considers appropriate. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right.

(c) Paragraph Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(d) References. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender and references to a particular Section, Addendum, Exhibit or Schedule shall be deemed to mean the particular Section of this Agreement or the particular Addendum, Exhibit or Schedule attached hereto, respectively.

(e) Integrated Agreement. This Agreement supersedes any and all prior discussions and agreements (written or oral) between the Integrity and the MPC with respect to the purchase of the Assets and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein and constitutes the final complete expression of the intent and understanding of MPC and Integrity.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. For the purposes of this Agreement, a signature or signatures delivered via facsimile or telecopier transmission shall be deemed to be an original signature or signatures when attached to this Agreement.

(g) Governing Law; Jurisdiction; Venue. This Agreement shall be deemed to have been made in the State of Tennessee, and shall be interpreted and the rights and obligations of Integrity and MPC hereunder determined, in accordance with the laws of such state, without regard to the principles of conflicts of law of such state. For the purposes of any suit, action or proceeding involving this Agreement, Integrity and MPC hereby expressly submit to the jurisdiction of all federal and state courts sitting in the Nashville, Tennessee and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and Integrity and MPC agree that such courts shall have exclusive jurisdiction over any such suit, action, or proceeding commenced by either or both of said parties. In furtherance of such agreement, either party agrees upon the request of the other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Integrity and MPC hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Nashville, Tennessee and hereby further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(h) Amendments. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by a duly authorized officer of the party against whom such waiver or modification is sought to be enforced.

(i) Successors and Assigns. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the Exhibits hereto, shall be binding and shall inure to the benefit of Integrity and MPC and their respective successors and assigns. Notwithstanding the foregoing, MPC shall not assign all or any part of the licensed rights under this Agreement without the prior written consent of Integrity, which consent will not be unreasonably withheld. In no event shall any permitted assignment hereunder relieve the assignor of its obligations hereunder. In the event of a permitted assignment, Integrity will, in good faith, negotiate rates with such assignee, provided, however, Integrity shall not be obligated to extend any royalty rates accorded to MPC hereunder to any allowed third party assignee.

(j) Confidentiality. MPC and Integrity agree that the business strategy, marketing plans and product specifications of either party disclosed in the connection with this transaction are confidential and shall not be disclosed by either party to third parties unless such information is (I) required to effect the transactions contemplated herein, (ii) in the public domain or already in the possession of a party prior to the disclosure to it by the other party (including information received lawfully from third parties without an obligation of confidentiality); or (iii) required by law, decree of a court of competent jurisdiction or regulation to be disclosed.

16. Consultation and Dispute Resolution. Subject to the rights of the parties as set forth in Paragraph 11, in the event of any dispute arising under or with respect to this Agreement or a breach thereof or a party's obligations hereunder, the parties agree that prior to pursuing any rights or remedies hereunder, a senior officer of Integrity and a senior officer of MPC shall meet together in person or by telephone and attempt to resolve such dispute.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer as of the day and year first written above.

INTEGRITY MEDIA, INC.

By: Donald S. Ellington
Its: Secretary and CFO

MISS PATTY CAKE, LLC

By: Jean C. Thomason
Its: Member

By: Karl Horstmann
Its: Member

EXHIBIT A

[Schedule of Miss Patty Cake Contracts]

1. Contract between Integrity and between Integrity and Nancy Gordon dated April 1, 1999 (the "Gordon Agreement").
2. Production Services Agreement between Integrity and Triple Horse Entertainment, Inc. f/s/o Karl Horstmann dated July 1, 2001 as amended by letter agreement dated June 25, 2003 (the "Triple Horse Agreement").
3. Creative Consultant Agreement between Integrity and Nancy Gordon dated September 18, 1996.
4. Creator Agreement dated January 1, 1995 between Integrity and Nancy Gordon.
5. Recording Agreement between Integrity and Jean Thomason dated August 1, 1996.
6. Recording Agreement between Integrity and Jean Thomason dated May 1, 2001.
7. Production Services Agreement between Integrity and Triple Horse Entertainment, Inc. f/s/o Karl Horstmann dated July 1, 2001.
8. License Agreement between Integrity and Design Directions for Church School, Ltd. Dated June 1, 2005.
9. Production Agreement between Integrity and Mark Gasbarro dated July 6, 2001.
10. Production Services Agreement between Triple Horse Productions, Inc. and Integrity Incorporated dated September 1, 1996 and later amended June 25, 2003.
11. Producer Agreement between Integrity Music, Inc. and Mark Gasbarro dated May 1, 1994.
**
12. Producer Agreement between Integrity Music, Inc. and Dick Tunney dated February 1, 1995.
**

** NOTE: These two agreements will be partially assigned transferring Integrity's rights, duties and obligations under such agreements with respect to the recorded masters for "Pattycake Praise" and the "Pattycake Praise Intro Theme." All other rights, duties and obligations under such agreements are hereby expressly reserved by Integrity.

EXHIBIT B

[Assets Sold - Miss Patty Cake]

Subject to the Reserved Rights and the terms, covenants and conditions set forth in the foregoing Asset Sale Agreement (Miss Patty Cake), Integrity shall assign, transfer and convey the following property and rights to MPC:

1. All of Integrity's right, title and interest in and to the fictional character A Miss Patty Cake@ in perpetuity throughout the world, including but not limited to all trademark rights (and related goodwill), other intellectual property rights, logos, trade dress, extensions and renewals of and the right to register all intellectual property rights, and all other rights of ownership in such Character and the Character's series, including without limitation, other characters affiliated with the Character's series, including, without limitation, Amazing Grace and Colonel Tick Tock, and the title, theme, script, settings, format and features of each product containing the Masters, including, but not limited to, the right to exploit, license, sub-license, adapt, and market the Character and any element from the Character's series in any and all forms, media, methods, and formats and products whether now known or hereafter devised without limitation or to refrain therefrom, subject to the terms of this Agreement and the MPC Agreements;
2. All of Integrity's right, title and interest in and to the Masters, as more particularly set forth on **Exhibit B-2** attached hereto and incorporated herein by this reference from the inception of recording (and regardless of the state of completion) thereof (including, without limitation, all "out-takes", etc.) and all phonorecords, derivatives and reproductions manufactured therefrom, together with the performances embodied thereon (excluding the underlying musical compositions), all artwork packaging elements, including logos, photography and other graphics utilized in each audio and audiovisual product package embodying the Masters, shall be the sole property of MPC throughout the world, free from any claims whatsoever by Integrity or any third party. MPC shall have the exclusive right to register the copyright in each Master in its name as the owner and author thereof throughout the world and to secure any and all renewals and extensions of such copy right. Without limitation of any of the foregoing, MPC shall have the exclusive worldwide right in perpetuity to: manufacture, sell, distribute, transmit, and advertise phonograph records or other reproductions (visual and non-visual) embodying the Masters; to lease, license, convey or otherwise use or dispose of any Master(s) by any method now or hereafter known, in any field of use; to release phonograph records or other reproductions embodying any Master(s) under any trademarks, or trade names; to perform such phonorecords or other reproductions publicly, and to permit the public performance thereof by radio or television broadcast, or any other method now or hereafter known; all up on such terms and conditions as MPC may approve. In addition, MPC shall have the exclusive worldwide right in perpetuity to permit any other person, firm, or corporation to do any

or all of the foregoing or may refrain from doing any and all of the foregoing. Solely for the purposes of any applicable copyright law, each and every Master shall, from the inception of its creation and regardless of the state of completion thereof, be considered a "work made for hire" by Integrity for MPC, and it is understood that for such purposes, Integrity and all other persons or entities rendering services in connection with such Master(s) shall be MPC's employees for hire. If it is determined that any Master does not so qualify, then each such Master, together with all rights, title and interest in and to it and each component of it (including, without limitation, the worldwide sound recording copyright and all renewals and extensions thereof), shall automatically be and hereby are deemed assigned and transferred to MPC by this agreement, which shall include, without limitation, all rights necessary to distribute and otherwise exploit the Masters throughout the world in any and all formats and distribution channels now known or hereafter developed, subject only to MPC's execution of a mechanical license from the copyright owners of the underlying compositions and the payment of applicable mechanical royalties. Upon payment of the Purchase Price, Integrity shall immediately deliver a fully executed Assignment of Copyright in substantially the form attached hereto as **Exhibit C** (the "Integrity Assignment"). Integrity hereby irrevocably authorizes, empowers, and appoints MPC as Integrity's true and lawful attorney to sign, in Integrity's name, any instruments of transfer and other documents regarding the rights of MPC in any Master and to make appropriate disposition of them consistent with this Agreement should Integrity fail to do so within ten (10) days following MPC's payment of the Purchase Price.

3. All of Integrity's right, title and interest in and to the MPC Agreements as set forth on **Exhibit A** attached hereto and incorporated herein by this reference, together with any and all of Integrity's duties and obligations under the MPC Agreements all of which are expressly assumed by MPC.
4. The Inventory, including only those products featuring the Character in Integrity's possession, in the domestic United States, as more particularly set forth on **Exhibit B-1** attached hereto and incorporated herein by this reference. Integrity shall immediately cease the sale of any product containing one or more Masters, subject to a 6 month sell-through of product shipped as of the execution of this Agreement. MPC shall be responsible for handling all returns of any such product.

EXHIBIT B-1

[Inventory Spreadsheet - Domestic United States]

Exhibit B-1
(As of 10/25/06)

Material	Material description	Media Type	Total Inventory
11210	MISS PATTYCAKE AUDIO/VIDEO PK - MM	Multi Media	951
11213	TREASURE CHEST SURPRISE - 1VH OOP	Video/Film/DVD	535
11214	TREASURE CHEST SURPRISE - 1CS	Cassette	298
11223	DISCOVERS BUBBLING JOY - 1VH OOP	Video/Film/DVD	308
11224	DISCOVERS BUBBLING JOY - 1CS	Cassette	21
18832	GOODNIGHT WORLD - 1CD	CD	243
18834	GOODNIGHT WORLD - 1CS	Cassette	83
20721	HULLABALLOO ZOO DVD - 1DV	Video/Film/DVD	277
20723	HULLABALLOO ZOO - 1VH OOP	Video/Film/DVD	429
20731	BIRTHDAY PARTY SURPRISE DVD - 1DV	Video/Film/DVD	946
20733	BIRTHDAY PARTY SURPRISE - 1VH OOP	Video/Film/DVD	426
20741	EGGSTRAVAGANZA DVD - 1DV	Video/Film/DVD	3,971
20743	EGGSTRAVAGANZA - 1VH OOP	Video/Film/DVD	4,031
20751	GOD'S GREAT BIG WORLD DVD - 1DV	Video/Film/DVD	368
20753	GOD'S GREAT BIG WORLD - 1VH OOP	Video/Film/DVD	861
21332	COLORS NUMBERS ABCS - 1CD	CD	1,175
21334	COLORS NUMBERS ABCS - 1CS	Cassette	282
27320	PATTYCAKE PRAISE RESOURCE KIT	Print	437
27861	TREASURE CHEST SURPRISE DVD	Video/Film/DVD	1,482
27871	DISCOVERS BUBBLING JOY DVD	Video/Film/DVD	161
27911	WIGGLY GIGGLY DVD	Video/Film/DVD	497
27913	WIGGLY GIGGLY - 1VHS OOP	Video/Film/DVD	4,500
29231	MISS PATTYCAKE BIBLE STORY SINGALONG DVD	Video/Film/DVD	432
29233	MISS PATTYCAKE BIBLE STORY SINGALONG OOP	Video/Film/DVD	5,855
29241	MISS PATTYCAKE PRAISE PARADE DVD	Video/Film/DVD	382
29243	MISS PATTYCAKE PRAISE PARADE VHS OOP	Video/Film/DVD	897

EXHIBIT B-2

[*Masters Transferred*]

Audio Master products:

Miss Patty Cake Colors, Numbers, ABC's
Miss Patty Cake Good Night World

Video Master products:

Miss Patty Cake and the Treasure Chest Surprise
Miss Patty Cake Discovers Bubbling Joy
Miss Patty Cake The Birthday Party Surprise
Miss Patty Cake The Hullabaloo Zoo
Miss Patty Cake God's Great Big World
Miss Patty Cake's Eggstravaganza
Miss Patty Cake Bible Story Sing-along Songs
Miss Patty Cake Wiggly Giggly Singalong Songs
Miss Patty Cake Praise Parade Singalong Songs

Individual Masters contained upon the foregoing Audio Master and Video Master products:

All Day (Video - Audio overdubbed)	Jungle Jamba (Video)
Bubbling Joy (Video - Audio overdubbed)	Just Like You Are (Video)
Can You (Video - Audio overdubbed)	Little Me (Video)
Colors Numbers ABC's (Video)	Little Me/Jesus Love Me (Audio)
Colors, Numbers, ABC's (Audio)	Little Me/Jesus Loves Me (Video)
Copy Cat (Video - Audio overdubbed)	Mighty Resurrection Day (Video)*Lillenas copyright
Count the Candles (Audio)	Mighty Resurrection Day (Audio)
Count the Candles (Video)	One Little Life (Video - Audio overdubbed)
Fishin' ABC's (Video - Audio overdubbed)	Patty Cake Praise (Video) (Overdubs from Patty Cake Praise Series)
Five Loaves Two Fish (Video - Audio overdubbed)	Patty Cake Praise (Audio) (Overdubs from Patty Cake Praise Series)
Floatin' Moses (Video - Audio overdubbed)	Patty Cake Praise Intro Theme (Audio) (Overdubs from Patty Cake Praise Series)
Fruits and Veggies (Video - Audio overdubbed)	Patty Cake Praise Intro Theme (Video) (Overdubs from Patty Cake Praise Series)
Funny Farm (Audio)	Please Come Back and Play (Audio)
Funny Farm (Video)	Please Come Back and Play (Video)
Give Me Five He's Alive (Video)	Praise Parade (Video - Audio overdubbed)
Give Me Five, He's Alive (Audio)	Shout Hosanna (Audio)
Go Go Joshua (Video - Audio overdubbed)	Shout Hosanna (Video)
He's Got the Whole Word in His Hands/God's Great Big World (Video)	Splish Splash (Video - Audio overdubbed)
Hop to Praising You (Video - Audio overdubbed)	Ten Men (Video - Audio overdubbed)
Hullabaloo (Video - Audio overdubbed)	What Will the Weather Be (Audio)
I Praise You Lord with the Hands You Made (Video - Audio overdubbed)	What Will the Weather Be (Video)
I Spy (Video - Audio overdubbed)	Whisper (Video - Audio overdubbed)
In the Beginning (Video)	Wiggly Giggly (Video - Audio overdubbed)
Jesus Loves Me (Video)	You Can Be a Helper (Audio)
Jesus Said Yes (Audio)	You Can Be a Helper (Video)
Jesus Said Yes (Video - Audio overdubbed)	Yummy (Video - Audio overdubbed)
Jesus Said Yes (Video)	
Jesus Sees (Video - Audio overdubbed)	
Jungle Jamba (Audio)	

* All original recordings by Jean Thomason unless otherwise noted

** For the avoidance of doubt, the rights assigned in regard to the Audio Master album products and Video Master album products exclude the Excluded Masters on Exhibit B-3 as well as the musical composition copyrights embodied in each individual Video Master and individual Audio Master and all other rights expressly reserved by Integrity in the foregoing Agreement.

EXHIBIT B-3

[Excluded Masters]

All Day (Audio)
Bubbling Joy (Audio)
Can You (Audio)
Copy Cat (Audio)
Dream, Dream, Dream (Audio)
Dreams (Audio)
Drip Drop] (Audio)
Fishin' ABC's (Audio)
Five Loaves Two Fish (Audio)
Floatin' Moses (Audio)
Fruits and Veggies (Audio)
Go Go Joshua (Audio)
Go to Sleep My Little One (Audio)
Good Night To Day (Audio)
Good Night World (Audio)
Hop to Praisin' You (Audio)
Hullabaloo (Audio)
I Praise You Lord with the Hands You Made (Audio)
I Spy (Audio)
In the Beginning (Audio)
Itty Bitty Baby (Audio)
Lullaby Baby-O (Audio)
Lullaby Waltz (Audio)
Medley - With Total Trust/Tis So Sweet to Trust in Jesus (Audio)
My-O-My-O Little Joy-O (Audio)
One Little Life (Audio)
Peek-A-Boo-Baby (Audio)
Praise Parade (Audio)
Splish Splash (Audio)
Teddy is Ready (Audio)
Ten Men (Audio)
The Blessing Song (Audio)
Tick Tock (Audio)
Whisper (Audio)
Wiggly Giggly (Audio)
You Are a Blessing (Audio)
Yummy (Audio)

EXHIBIT C

ASSIGNMENT

This assignment, dated as of October 31, 2006, from **Integrity Media, Inc.** (the "Assignor") to **Miss Patty Cake, LLC, a Georgia limited liability company** (the "Assignee"). All terms used herein which are not defined herein shall have the meanings given to them in the Asset Sale and Master Purchase Agreement dated as of October 26, 2006, by and between Integrity and MPC (the "Agreement").

WHEREAS, pursuant to the Agreement, Integrity agreed to grant, sell, assign, convey, transfer and deliver to MPC, certain intellectual property set forth on **Schedule A** attached hereto and made a part hereof and more particularly defined in the Agreement as the "Assets."

NOW, THEREFORE, in consideration of the payment of the Purchase Price for the Assets and other valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Integrity by these presents does hereby sell, convey, transfer, assign, and set over, subject to the terms of the Agreement, to MPC, its successors and assigns, all of Integrity's right, title and interest, legal or equitable, in and to the Assets, including, without limitation, Assignor's undivided one hundred percent (100%) right, title and interest in and to the Masters, any and all works derived therefrom, the United States and worldwide copyright therein, and any renewals or extensions thereof, and any and all other rights that Assignor now has or to which Assignee may become entitled under existing or subsequently enacted federal, state or foreign laws, including, without limitation, the exclusive right to administer the Masters throughout the world, provided, however, Integrity expressly reserves all copyrights in and to the underlying compositions embodied upon the Masters. The terms of this Assignment shall not supersede the terms of the Agreement all of which are incorporate herein by this reference.

This assignment is made "as is, where is" basis, with all faults, and except as expressly set forth in the Agreement, Assignor hereby disclaims any and all express or implied warranties, including, without limitation, any warranties contained in any applicable Uniform Commercial Code.

IN WITNESS WHEREOF, Integrity has caused this Bill of Sale to be executed as of the date written above.

INTEGRITY MEDIA, INC.

By: Donald S. Ellington
Secretary and CFO

Its: _____

SCHEDULE A

1. Contract between Integrity and between Integrity and Nancy Gordon dated April 1, 1999 (the "Gordon Agreement").
2. Production Services Agreement between Integrity and Triple Horse Entertainment, Inc. f/s/o Karl Horstmann dated July 1, 2001 as amended by letter agreement dated June 25, 2003 (the "Triple Horse Agreement").
3. Creative Consultant Agreement between Integrity and Nancy Gordon dated September 18, 1996.
4. Creator Agreement dated January 1, 1995 between Integrity and Nancy Gordon.
5. Recording Agreement between Integrity and Jean Thomason dated August 1, 1996.
6. Recording Agreement between Integrity and Jean Thomason dated May 1, 2001.
7. Production Services Agreement between Integrity and Triple Horse Entertainment, Inc. f/s/o Karl Horstmann dated July 1, 2001.
8. License Agreement between Integrity and Design Directions for Church School, Ltd. Dated June 1, 2005.
9. Production Agreement between Integrity and Mark Gasbarro dated July 6, 2001.
10. Production Services Agreement between Triple Horse Productions, Inc. and Integrity Incorporated dated September 1, 1996 and later amended June 25, 2003.
11. Producer Agreement between Integrity Music, Inc. and Mark Gasbarro dated May 1, 1994. **
12. Producer Agreement between Integrity Music, Inc. and Dick Tunney dated February 1, 1995. **

** NOTE: These two agreements will be partially assigned transferring Integrity's rights, duties and obligations under such agreements with respect to the recorded masters for "Pattycake Praise" and the "Pattycake Praise Intro Theme." All other rights, duties and obligations under such agreements are hereby expressly reserved by Integrity.

13. Subject to the Reserved Rights and all terms, covenants and conditions set forth in the Asset Purchase Agreement dated October 26, 2006;

(a) All of Integrity's right, title and interest in and to the fictional character "Miss Patty Cake" in perpetuity throughout the world, including but not limited to all trademark rights (and related goodwill), other intellectual property rights, logos, trade dress, extensions and renewals of and the right to register all intellectual property rights, and all other rights of ownership in such Character and the Character's series, including without limitation, other characters affiliated with the Character's series, including, without limitation, Amazing Grace and Colonel Tick Tock, and the title, theme, script, settings,

format and features of each product containing the Masters, including, but not limited to, the right to exploit, license, sub-license, adapt, and market the Character and any element from the Character's series in any and all forms, media, methods, and formats and products whether now known or hereafter devised without limitation or to refrain therefrom, subject to the terms of this Agreement and the MPC Agreements;

(b) All of Integrity's right, title and interest in and to the Masters, as more particularly set forth in Paragraph 14 below from the inception of recording (and regardless of the state of completion) thereof (including, without limitation, all "out-takes", etc.) and all phonorecords, derivatives and reproductions manufactured therefrom, together with the performances embodied thereon (excluding the underlying musical compositions), all artwork packaging elements, including logos, photography and other graphics utilized in each audio and audiovisual product package embodying the Masters, shall be the sole property of MPC throughout the world, free from any claims whatsoever by Integrity or any third party. MPC shall have the exclusive right to register the copyright in each Master in its name as the owner and author thereof throughout the world and to secure any and all renewals and extensions of such copyright. Without limitation of any of the foregoing, MPC shall have the exclusive worldwide right in perpetuity to: manufacture, sell, distribute, transmit, and advertise phonograph records or other reproductions (visual and non-visual) embodying the Masters; to lease, license, convey or otherwise use or dispose of any Master(s) by any method now or hereafter known, in any field of use; to release phonograph records or other reproductions embodying any Master(s) under any trademarks, trade names, or MPPs; to perform such phonorecords or other reproductions publicly, and to permit the public performance thereof by radio or television broadcast, or any other method now or hereafter known; all upon such terms and conditions as MPC may approve. In addition, MPC shall have the exclusive worldwide right in perpetuity to permit any other person, firm, or corporation to do any or all of the foregoing or may refrain from doing any and all of the foregoing. Solely for the purposes of any applicable copyright law, each and every Master shall, from the inception of its creation and regardless of the state of completion thereof, be considered a "work made for hire" by Integrity for MPC, and it is understood that for such purposes, Integrity and all other persons or entities rendering services in connection with such Master(s) shall be MPC's employees for hire. If it is determined that any Master does not so qualify, then each such Master, together with all rights, title and interest in and to it and each component of it (including, without limitation, the worldwide sound recording copyright and all renewals and extensions thereof), shall automatically be and hereby are deemed assigned and transferred to MPC by this agreement, which shall include, without limitation, all rights necessary to distribute and otherwise exploit the Masters throughout the world in any and all formats and distribution channels now known or hereafter developed, subject only to MPC's execution of a mechanical license from the copyright owners of the underlying compositions and the payment of applicable mechanical royalties.

- (c) The Inventory, including only those products featuring the Character in Integrity's possession, in the domestic United States, as more particularly set forth on **Schedule A-1** attached hereto and incorporated herein by this reference.

Schedule A - Continued

14. Subject to the excluded masters set forth in paragraph 15 below, the following Masters:

Audio Master Products:

Miss Patty Cake Colors, Numbers, ABC's
Miss Patty Cake Good Night World

Video Master Products:

Miss Patty Cake and the Treasure Chest Surprise
Miss Patty Cake Discovers Bubbling Joy
Miss Patty Cake The Birthday Party Surprise
Miss Patty Cake The Hullabaloo Zoo
Miss Patty Cake God's Great Big World
Miss Patty Cake's Eggstravaganza
Miss Patty Cake Bible Story Sing-along Songs
Miss Patty Cake Wiggly Giggly Singalong Songs
Miss Patty Cake Praise Parade Singalong Songs

Individual Masters contained upon the foregoing Audio Master and Video Master products:

All Day (Video - Audio overdubbed)
Bubbling Joy (Video - Audio overdubbed)
Can You (Video - Audio overdubbed)
Colors Numbers ABC's (Video)
Colors, Numbers, ABC's (Audio)
Copy Cat (Video - Audio overdubbed)
Count the Candles (Audio)
Count the Candles (Video)
Fishin' ABC's (Video - Audio overdubbed)
Five Loaves Two Fish (Video - Audio overdubbed)
Floatin' Moses (Video - Audio overdubbed)
Fruits and Veggies (Video - Audio overdubbed)
Funny Farm (Audio)
Funny Farm (Video)
Give Me Five He's Alive (Video)
Give Me Five, He's Alive (Audio)
Go Go Joshua (Video - Audio overdubbed)
He's Got the Whole Word in His Hands/God's Great Big World (Video)
Hop to Praising You (Video - Audio overdubbed)
Hullabaloo (Video - Audio overdubbed)
I Praise You Lord with the Hands You Made (Video - Audio overdubbed)
I Spy (Video - Audio overdubbed)
In the Beginning (Video)
Jesus Loves Me (Video)
Jesus Said Yes (Audio)
Jesus Said Yes (Video - Audio overdubbed)
Jesus Said Yes (Video)

Schedule A – Continued

Jesus Sees (Video - Audio overdubbed)
Jungle Jamba (Audio)
Jungle Jamba (Video)
Just Like You Are (Video)
Little Me (Video)
Little Me/Jesus Love Me (Audio)
Little Me/Jesus Loves Me (Video)
Mighty Resurrection Day (Video)*Lillenas copyright
Mighty Resurrection Day (Audio)
One Little Life (Video - Audio overdubbed)
Patty Cake Praise (Video) (Overdubs from Patty Cake Praise Series)
Patty Cake Praise (Audio) (Overdubs from Patty Cake Praise Series)
Patty Cake Praise Intro Theme (Audio) (Overdubs from Patty Cake Praise Series)
Patty Cake Praise Intro Theme (Video) (Overdubs from Patty Cake Praise Series)
Please Come Back and Play (Audio)
Please Come Back and Play (Video)
Praise Parade (Video - Audio overdubbed)
Shout Hosanna (Audio)
Shout Hosanna (Video)
Splish Splash (Video - Audio overdubbed)
Ten Men (Video - Audio overdubbed)
What Will the Weather Be (Audio)
What Will the Weather Be (Video)
Whisper (Video - Audio overdubbed)
Wiggly Giggly (Video - Audio overdubbed)
You Can Be a Helper (Audio)
You Can Be a Helper (Video)
Yummy (Video - Audio overdubbed)

* All original recordings by Jean Thomason unless otherwise noted

** For the avoidance of doubt, the rights assigned in regard to the Audio Master album products and Video Master album products exclude the Excluded Masters set forth in Paragraph 15 below as well as the musical composition copyrights embodied in each individual Video Master and individual Audio Master and all other rights expressly reserved by Integrity in the Asset Sale Agreement dated October 28, 2006

15. The following Masters are expressly **EXCLUDED** from this Assignment:

All Day (Audio)
Bubbling Joy (Audio)
Can You (Audio)
Copy Cat (Audio)
Dream, Dream, Dream (Audio)
Dreams (Audio)
Drip Drop (Audio)
Fishin' ABC's (Audio)
Five Loaves Two Fish (Audio)
Floatin' Moses (Audio)

Schedule A – Continued

Excluded Masters continued:

Fruits and Veggies (Audio)
Go Go Joshua (Audio)
Go to Sleep My Little One (Audio)
Good Night To Day (Audio)
Good Night World (Audio)
Hop to Praisin' You (Audio)
Hullabaloo (Audio)
I Praise You Lord with the Hands You Made (Audio)
I Spy (Audio)
In the Beginning (Audio)
Itty Bitty Baby (Audio)
Lullaby Baby-O (Audio)
Lullaby Waltz (Audio)
Medley - With Total Trust/Tis So Sweet to Trust in Jesus (Audio)
My-O-My-O Little Joy-O (Audio)
One Little Life (Audio)
Peek-A-Boo-Baby (Audio)
Praise Parade (Audio)
Splish Splash (Audio)
Teddy is Ready (Audio)
Ten Men (Audio)
The Blessing Song (Audio)
Tick Tock (Audio)
Whisper (Audio)
Wiggly Giggly (Audio)
You Are a Blessing (Audio)
Yummy (Audio)

Schedule A-1
(As of 10/25/06)

Material	Material description	Media Type	Total Inventory
11210	MISS PATTYCAKE AUDIO/VIDEO PK - M/M	Multi Media	951
11213	TREASURE CHEST SURPRISE - 1VH OOP	Video/Film/DVD	535
11214	TREASURE CHEST SURPRISE - 1CS	Cassette	298
11223	DISCOVERS BUBBLING JOY - 1VH OOP	Video/Film/DVD	308
11224	DISCOVERS BUBBLING JOY - 1CS	Cassette	21
18832	GOODNIGHT WORLD - 1CD	CD	243
18834	GOODNIGHT WORLD - 1CS	Cassette	83
20721	HULLABALLOO ZOO DVD - 1DV	Video/Film/DVD	277
20723	HULLABALLOO ZOO - 1VH OOP	Video/Film/DVD	429
20731	BIRTHDAY PARTY SURPRISE DVD - 1DV	Video/Film/DVD	946
20733	BIRTHDAY PARTY SURPRISE - 1VH OOP	Video/Film/DVD	426
20741	EGGSTRAVAGANZA DVD - 1DV	Video/Film/DVD	3,971
20743	EGGSTRAVAGANZA - 1VH OOP	Video/Film/DVD	4,031
20751	GOD'S GREAT BIG WORLD DVD - 1DV	Video/Film/DVD	368
20753	GOD'S GREAT BIG WORLD - 1VH OOP	Video/Film/DVD	861
21332	COLORS NUMBERS ABCS - 1CD	CD	1,175
21334	COLORS NUMBERS ABCS - 1CS	Cassette	282
27320	PATTYCAKE PRAISE RESOURCE KIT	Print	437
27861	TREASURE CHEST SURPRISE DVD	Video/Film/DVD	1,482
27871	DISCOVERS BUBBLING JOY DVD	Video/Film/DVD	161
27911	WIGGLY GIGGLY DVD	Video/Film/DVD	497
27913	WIGGLY GIGGLY - 1VHS OOP	Video/Film/DVD	4,500
29231	MISS PATTYCAKE BIBLE STORY SINGALONG DVD	Video/Film/DVD	432
29233	MISS PATTYCAKE BIBLE STORY SINGALONG OOP	Video/Film/DVD	5,855
29241	MISS PATTYCAKE PRAISE PARADE DVD	Video/Film/DVD	382
29243	MISS PATTYCAKE PRAISE PARADE VHS OOP	Video/Film/DVD	897

EXHIBIT D

MASTER USE LICENSE AGREEMENT

Date: October 31, 2006

Lic. # [License #]

The following sets forth the understanding between **Integrity Media, Inc.** (hereinafter referred to as "Licensor") and **Miss Patty Cake, LLC, a Georgia limited liability company** (hereinafter referred to as "Licensee") with regard to the non-exclusive use by Licensee of the master recording(s) ("Master"), described below and owned by Licensor in connection with a recording project ("Album") being created by Licensee.

MASTERS: See Exhibit B-3 Attached hereto and incorporated herein by this reference.

Upon signing below and subject to Licensee's compliance with the conditions outlined in this agreement (the "Agreement"), Licensor hereby grants to Licensee the non-exclusive right to all or part of the Master(s) in the same manner as presently used in the inventory transferred pursuant to Exhibit B-1, attached hereto and incorporated herein by this reference.

1. In consideration of the rights granted herein, Licensee agrees to pay to Licensor a royalty at the rates set forth on Exhibit D-1 attached hereto and incorporated herein by this referenced per copy, per master. In the event that any other Licensor of a master recording embodied in any project contemplated by this agreement receives a more favorable royalty rate, or the method or manner of calculating royalties is more favorable to any other Licensor, then such more favorable royalty rate and/or method or manner of calculating royalties shall be deemed granted from the first product sold. (MFN)
2. Royalties are to be paid within 45 days of the end of each calendar quarter. Your payment should clearly indicate the number of units sold and not returned.
3. Licensee agrees:
 - (a) not to make any changes to any Master;
 - (b) the Master(s) will not be used as a single or on any other albums,
 - (c) that all rights not specifically granted to Licensee herein are reserved to Licensor to be used and disposed of as Licensor may determine, in its sole discretion;
 - (d) to secure copyright license(s) from the owner(s) of the compositions contained on the Master(s) and make all payments that may be due to the copyright owner(s);
4. Licensor hereby grants to Licensee the right to use the Artists' performance only for the purposes set forth in this Agreement and agrees that the Licensee need obtain no further consent from the Artist in connection with the use of his/her performance. Licensor grants to Licensee the right to use the name and/or approved image and approved likeness of the Artist in packaging and promotion of the Album in the same manner as for all other artists. Any photograph supplied by Licensor, in connection with this Album, will be deemed an approved image.
5. Licensee represents and warrants that Licensee's distributor is, and intends to remain, a signatory to the then-current American Federation of Musicians (AFM) Phonograph Record Labor Agreement, the Special Payments Fund Agreement, and Phonograph Record Trust Agreement and the American Federation of Television and Radio Artist (AFTRA) National Code of Fair Practice. Licensee acknowledges that the license granted in this Agreement is given in reliance thereon.
6. Licensor agrees that Licensee shall have the right to distribute, and exploit the Album including the Master through all channels of distribution during the term of the copyright of such work.
7. The territory of this Agreement is the world.
8. Licensee agrees to include credit lines on any work produced hereunder (in addition to whatever such notice is required from the publisher(s) of the underlying composition(s) in the same manner as presently exists on the Products, unless otherwise notified by Licensor.
9. Licensee agrees to maintain accurate books and records with respect to the Master(s). Licensor and/or its designated

TRADEMARK

REEL: 003717 FRAME: 0547

representatives shall, upon thirty (30) days written notice, but no more frequently than once with respect to any statement and once during any calendar year, have the right to inspect Licensee's books and records with respect to any statement of account rendered hereunder. Any such inspection shall be made by a certified public accountant or other representative appointed by Licensor and shall take place during Licensee's normal business hours at Licensee's principal place of business or such other place where Licensee maintains, the books and records that relate to Licensee's statements hereunder and which are necessary to verify the accuracy of the statement or statements in question, including without limitation manufacturing records and files.

10. In the event Licensee fails to account to Licensor and pay royalties as herein provided, Licensor or its agents may give written notice, in addition to any other rights or remedies which it shall have in such event, that unless the default is remedied within thirty (30) days from the date of this notice, this Agreement shall automatically terminate. Such termination shall render either the mailing or distribution or both, of all copies of the Album for which royalties have not been paid, actionable as acts of infringement under, and fully subject to, the remedies provided by the U.S. Copyright Act. Notice hereunder shall be deemed given two (2) days after the deposit thereof the United States Mail, certified return receipt requested, to the address set forth above.
11. Licensor warrants that it has the right to enter into this Agreement and to grant to Licensee each and every right granted herein. Licensor agrees to indemnify and hold Licensee, its assignees or successors in interest, harmless from any and all claims, including reasonable attorneys' fees, that may be made against Licensee or arising out of any breach by Licensor of the provisions or warranties contained herein. Licensee agrees to indemnify and hold Licensor, its assignees or successors in interest, harmless from any and all claims, including reasonable attorney's fees, that may be made against Licensor arising out of any uses authorized by Licensee which have not been granted by Licensor to Licensee hereunder or out of Licensee's failure to fulfill its obligations under this Agreement.
12. This Agreement may be assigned by either party to any person, firm or corporation owning or acquiring all or a substantial portion of said party's stock or assets, to any person, firm or corporation that is related to such party as an affiliate, subsidiary or otherwise, or to any person, firm or corporation into which or with which said party might merge or consolidate, provided that any such subsidiaries, affiliates, assigns, etc. be obligated to adhere to all the terms and conditions of this Agreement, including, but not limited to Licensee's obligation to pay royalties.
13. Licensee shall deliver three (3) copies of each work containing any Master, at no charge, to Licensor at the address below.
14. This Agreement shall be governed and construed according to the laws of the State of Tennessee and the venue for any dispute shall be in Davidson County, Tennessee to which exclusive jurisdiction Licensee submits.
15. Licensee shall bear any out-of-pocket expense incurred in duplication and mailing said Master to Licensee.

ACCEPTED AND AGREED TO:
MISS PATTY CAKE, LLC, a Georgia limited liability company
("Licensee")

By: _____
Its: _____
[Street Address]
[City], [State] [Zip] _____

INTEGRITY MEDIA, INC. ("Licensor")

By: _____
By: _____
Its: _____
Integrity Media, Inc.
1000 Cody Road
Mobile, AL 36695

EXHIBIT D-1

[Royalty Tables]

TREASURE CHEST (AUDIO)	Lease	Mech/Synch
11214		
Wiggly Giggly	0.0215	0.0910
Yummy	0.0215	0.0634
Whisper	0.0215	0.0910
Copy Cat	0.0215	0.0910
Can You	0.0215	0.0910
Go Go Joshua	0.0215	0.0910
Pattycake Intro Theme	*	0.0910
Pattycake Praise	*	0.0910
TOTAL	0.1290	0.7004

TREASURE CHEST (VIDEO)	Lease	Mech/Synch
11211/3/27861		
Wiggly Giggly	0.0409	0.0800
Yummy	0.0409	0.0721
Whisper	0.0409	0.0800
Copy Cat	0.0409	0.0800
Can You	0.0409	0.0800
Go Go Joshua	0.0409	0.0800
Pattycake Intro Theme	*	0.0800
Pattycake Praise	*	0.0800
TOTAL	0.2454	0.6321

BUBBLING JOY (AUDIO)	Lease	Mech/Synch
11224		
Hop to Praisin' You	0.0227	0.0910
Fishin' ABC's	0.0227	0.0910
Splish Splash	0.0227	0.0910
Five Leaves Two Fish	0.0227	0.0910
Bubbling Joy	0.0227	0.0910
One Little Life	0.0227	0.0265
I Spy	*	0.0910
Pattycake Praise	*	0.0910
TOTAL	0.1589	0.6635

GOODNIGHT WORLD (AUDIO)	Lease	Mech/Synch
18832/4		
Tick Tock	0.0267	0.06825
My-O-My-O Little Joy-O	0.0267	0.06825
You Are a Blessing	0.0267	0.06825
lity Bitty Baby	0.0267	0.06825
Peek-A-Boo-Baby	0.0267	0.06825
Drip Drop	0.0267	0.06825
Good Night World	0.0267	0.06825
Dream, Dream, Dream	0.0267	0.06825
Good Night To Day	0.0267	0.06825
Teddy is Ready	0.0267	0.06825
Lullaby Baby-O	0.0267	0.06825
Lullaby Waltz	0.0267	0.06825
Medley - With Total Trust/Tis So		
Sweet to Trust in Jesus	0.0267	0.06825
The Blessing Song	0.0267	0.06825
Go to Sleep My Little One	0.0267	0.06825
Dreams	0.0267	0.06825
TOTAL	0.4272	1.09200

HULLABALOO ZOO (VIDEO)	Lease	Mech/Synch
20721/3		
Praise You Lord with the Hands	0.2086	0.1000
You Made	0.1164	0.1000
Fishing ABCs		
Pattycake Praise	0.1208	0.1000
Hullabaloo	0.1164	0.0600
Pattycake Intro Theme	*	0.1000
Pattycake Priase	*	0.1000
What Will The Weather Be	*	0.1000
Funny Farm	*	0.1000
Just Like You Are	*	0.1000
Please Come Back and Play	*	0.1000
TOTAL	0.5622	0.9600

* = no lease royalty due on purchased masters.

BUBBLING JOY (VIDEO) 11221/3 27871	Lease	Mech/Synch
Hop to Praisin' You	0.0409	0.0800
Fishin' ABC's	0.0409	0.0800
Splash Splash	0.0409	0.0800
Five Leaves Two Fish	0.0409	0.0800
Bubbling Joy	0.0409	0.0800
One Little Life	0.0409	0.0466
I Spy	*	0.0800
Pattycake Praise	*	0.0800
TOTAL	0.2863	0.6066

GOD'S GREAT BIG WORLD (Video) 20751/3	Lease	Mech/Synch
Floatin' Moses	0.1074	0.1000
Fruits and Veggies	0.1074	0.1000
Jesus Sees	0.1074	0.1000
In the Beginning	0.1996	0.1000
Pattycake Intro Theme	*	0.1000
Pattycake Praise	*	0.1000
What Will The Weather Be	*	0.1000
He's Got The Whole World/	*	0.0000
God's Great Big World (medley)	*	0.1000
Jesus Loves The Little Children	*	0.0000
Please Come Back and Play	*	0.1000
Colors Numbers ABCs	*	0.1000
TOTAL	0.5218	1.0000

BIRTHDAY SURPRISE (VIDEO) 20731/3	Lease	Mech/Synch
Praise Parade	0.1318	0.1000
Ten Men	0.1043	0.1000
All Day	0.1274	0.1000
Pattycake Intro Theme	*	0.1000
Pattycake Praise	*	0.1000
You Can Be a Helper	*	0.1000
What Will The Weather Be	*	0.1000
Count The Candles	*	0.1000
Little Me	*	0.1000
Jesus Loves Me	*	0.0000
Please Come Back and Play	*	0.1000
Funny Farm	*	0.1000
TOTAL	0.3635	1.1000

EGGSTRAVAGANZA (VIDEO) 20741/3	Lease	Mech/Synch
In the Beginning (bonus song)	0.0988	0.1000
Pattycake Intro Theme	*	0.1000
Pattycake Praise	*	0.1000
What Will The Weather Be	*	0.1000
Colors Numbers ABCs	*	0.1000
Jesus Said Yes	*	0.1000
Shout Hosanna	*	0.1000
Mighty Resurrection Day	*	0.1000
Give Me Five He's Alive	*	0.1000
Please Come Back and Play	*	0.1000
TOTAL	0.0988	1.0000

* = no lease royalty due on purchased masters.

WIGGLY GIGGLY SAL (VIDEO)		Lease	Mech/Synch
27911/3			
Copy Cat		0.0920	0.1200
Fishin' ABC's		0.0920	0.1200
Fruits and Veggies		0.0920	0.1200
I Spy		0.0920	0.0700
Splash Splash		0.0920	0.1200
Wiggly Giggly		0.0920	0.1200
You Can Be a Helper		*	0.1200
Count The Candles		*	0.1200
Funny Farm		*	0.1200
Jungle Jamba		*	0.1200
Please Come Back and Play		*	0.1200
TOTAL		0.5520	1.2700

SAL BIBLE SONGS (VIDEO)		Lease	Mech/Synch
29231/3			
Five Loaves Two Fish		0.0401	0.1200
Floatin' Moses		0.0921	0.1200
Go Go Joshua		0.0395	0.1200
Hullabaloo		0.0921	0.0700
Ten Men		0.0958	0.1200
In the Beginning		0.2577	0.1200
Shout Hosanna		*	0.1200
Jesus Said Yes		*	0.1200
Mighty Resurrection Day		*	0.1500
Give Me Five He's Alive		*	0.1200
Please Come Back and Play		*	0.1200
TOTAL		0.5772	1.3000

COLORS NUMBERS ABC (AUDIO) 21332/4		Lease	Mech/Synch
Hullabaloo		0.0393	0.03981
Praise Parade		0.0393	0.06825
Fruits and Veggies		0.0393	0.06825
Floatin' Moses		0.0393	0.06825
Ten Men		0.0393	0.06825
All Day		0.0393	0.06825
In the Beginning		0.0683	0.06825
I Praise You Lord with the Hands			
You Made		0.0683	0.06825
Pattycake Praise		*	0.06825
Count The Candles		*	0.06825
You Can Be A Helper		*	0.06825
Jungle Jamba		*	0.06825
Funny Farm		*	0.06825
Shout Hosanna		*	0.06825
Mighty Resurrection Day		*	0.06825
What Will The Weather Be		*	0.06825
Colors Numbers ABC		*	0.06825
Give Me Five He's Alive		*	0.06825
Little Me		*	0.06825
Jesus Said Yes		*	0.06825
Jesus Loves Me		*	0.00000
Please Come Back and Play		*	0.06825
TOTAL		0.3724	1.4048

* = no lease royalty due on purchased masters.

PATTYCAKE RESOURCE KIT		Lease	Mechanical	Print Ryft
27320				
	Fishin' ABC's	0.0217	0.1365	0.0780
	Five Leaves Two Fish	0.0217	0.1365	0.0780
	Wiggly Giggly	0.0217	0.1365	0.0780
	Can You	0.0217	0.1365	0.0780
	One Little Life	0.0217	0.0796	0.0460
	Go Go Joshua	0.0217	0.1365	0.0780
	Bubbling Joy	0.0217	0.1365	0.0780
	Copy Cat	0.0217	0.1365	0.0780
	Whisper	0.0224	0.1365	0.0780
	Goodnight World	0.0224	0.1365	0.0780
	Tick Tock	0.0224	0.1365	0.0780
	Teddy is Ready	0.0224	0.1365	0.0780
	Dreams	0.0224	0.1365	0.0780
	The Blessing Song	0.0224	0.1365	0.0780
	Jesus Loves Me	*	0.0000	0.0000
	Little Me	*	0.1365	0.0780
	Pattycake Praise	*	0.1365	0.0780
	TOTAL	0.3080	2.1271	1.2160

SAL PRAISE PARADE (VIDEO)		Lease	Mech/Synch
29241/3			
	Bubbling Joy (V)	0.0399	0.1200
	Hop to Praising You (V)	0.0399	0.1200
	One Little Life (V)	0.0399	0.0700
	Praise Parade (V)	0.0956	0.1200
	I Praise You Lord with the Hands		
	You Made (V)	0.1666	0.1200
	All Day (V)	0.0919	0.1200
	Pattycake Praise	*	0.1200
	Colors Numbers ABCs	*	0.1200
	He's Got The Whole World /	*	0.0000
	God's Great Big World (medley)	*	0.1200
	Jesus Loves Me	*	0.0000
	Little Me	*	0.1200
	TOTAL	0.3420	1.1500

NOTE: The songs "Hullabaloo", "One Little Life", "Yummy" and "I Spy" are co-published with Word Music. Integrity is only able to license its portion of the copyright. Additional licenses from Word will be required.

* = no lease royalty due on purchased masters.

EXHIBIT E-1

MECHANICAL LICENSE

Licensee Name: **Miss Patty Cake, LLC, a Georgia limited liability company**
Licensee Address: _____

Compositions: See Exhibit B-3 attached hereto and incorporated by this reference.

We, Integrity Incorporated, are the copyright proprietors of the mechanical recording rights in and to the above musical composition (collectively the "Compositions" and individually a "Composition"). We own or control one hundred percent (100.00%) of the mechanical recording rights in the Composition.

You have advised us that you wish to obtain a compulsory license to make and to distribute phonorecords embodying the Compositions under the compulsory license provision of Section 115 of the Copyright Act.

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said Compositions under the said statutory license provision(s) after phonorecords embodying the Compositions have been made and distributed to the public under the authority of the copyright owner, except that with respect to any such phonorecords made and distributed by you:

1. You shall pay royalties and account to us no later than 45 days after the close of each calendar quarter, on the basis of records manufactured and distributed.
2. For such phonorecords manufactured, the royalty shall be the amount for each Composition as set forth on Exhibit D-1, attached hereto and incorporated herein by this reference.
3. We, or our authorized representatives, shall have the right to audit your books and records, as they relate to the usage granted herein, and any other usage which we may have granted to you, upon giving you reasonable notice, during normal business hours, and not more often than once in any calendar year.
4. In the event there is an increase in the statutory royalty rates in the United States the mechanical royalties payable pursuant to this license shall be increased proportionately with respect to phonorecords manufactured after the effective date of such new statutory rate.
5. In the event you fail to account to us and pay royalties as herein provided for, we may give written notice to you that, unless the default is remedied within 30 days from the date of the notice, this compulsory license will be automatically terminated as to any and all phonorecords produced hereunder. Such termination shall render either the making or the distribution, or both, of any and all phonorecords for which royalties have not been paid, actionable as acts of copyright infringement, with all remedies provided at law available to us.
6. This license does not grant permission to re-record with Integrity Music produced solo, accompaniment or background tracks.
7. The license is limited to the making and distributing of phonorecords based upon the Compositions set forth on Exhibit B-3 attached hereto and incorporated herein by this reference throughout the world.
8. This license is personal and non-assignable, and does not supersede or in any way affect any prior licenses now in effect respecting recordings of the Compositions.
9. Promptly following release, you shall supply us with **ONE** complimentary copy of each format in which the phonorecord is released.
10. On the label affixed to each phonorecord (i.e. j-card or insert) manufactured by you, you shall include the title of the Composition or Compositions, the name(s) of the author (s) of the Composition or Compositions, the copyright year, our name as publisher, and the name of our performing rights affiliate ASCAP, BMI & SESAC. You may print lyrics on the liner

or lyricsheet with the items listed herein followed by: All rights reserved. Used by permission.

11. This license includes the privilege of making a musical arrangement of the Composition(s) to the extent necessary to conform it to the style or manner of interpretation of the performance involved, but the arrangement made (i) may not change the basic melody or fundamental character or lyrics either by addition or deletion of text to and/or of the Composition(s), (ii) shall not be subject to protection under the Copyright Act by Licensee as a derivative work, and (iii) may be freely used by Licensor for any and all purposes.

13. This license shall be governed by the state of Tennessee.

MOST FAVORED NATIONS: If another publisher, whose composition(s) is included on your product, is paid a royalty rate higher than that you pay to us, we shall receive equal to that higher rate retroactively to the sale of the first unit containing the composition(s).

AGREED TO:

Integrity Media, Inc. (Licensor):

By: _____ Date: _____ Federal I.D. No.: 63-0952549

Its: _____

CONSENTED AND AGREED TO (Licensee):

Miss Patty Cake, LLC, a Georgia limited liability company

By: _____ Date: _____ Federal I.D. No.: _____

Its: _____

EXHIBIT E-2

SYNCHRONIZATION LICENSE

Licensee: Miss Patty Cake, LLC, a Georgia limited liability company

For office use only
Date Sent:
Lic. No.:

Composition:

See **Exhibit B-3** attached hereto and incorporated herein by this reference.

Integrity Media, Inc., (hereinafter referred to as "We") controls, owns or administers the synchronization rights in and to the musical compositions (collectively the "Compositions" and individually a "Composition") described on **Exhibit B-3**, attached hereto and incorporated herein by this reference. We warrant that we own and/or control 100% of the synchronization and mechanical recording rights in the Compositions and this license is for our ownership/control percentage only. We grant to the above named Licensee (hereinafter referred to as "You") a non-exclusive and non-assignable right and license to record the Compositions in synchronization or timed relation with film, television or video (each a "Synchronized Work"). The license granted herein is granted upon the following conditions:

1. This license is limited to the rights expressly granted herein and does not authorize any use of the Composition not expressly set forth herein. By way of illustration, but not limitation, this license does not include the right to change, arrange or adapt the lyrics or music in any way that will alter the fundamental character of the Composition. You may make an arrangement of the Composition to the extent necessary to conform it to style or manner of interpretation of the performance involved, but the arrangement made shall not be subject to protection under the United States Copyright Law by you as a derivative work and the arrangement may be freely used by us for any and all purposes.
2. You shall remit the royalties set forth on **Exhibit D-1**, attached hereto and incorporated herein by this reference within 45 days of the end of each calendar quarter. If there is a "RATE PER UNIT" quoted on **Exhibit D-1**, your remittance shall clearly state the quantity duplicated.
3. The term of this license shall be the life of the copyright in and to the Composition(s).
4. We, or our authorized representative, shall have the right to audit your books and records, as they relate to the usage granted herein, and any other usage which we may have granted to you, upon giving you reasonable notice, during normal business hours, and not more often than once in any calendar year.
5. In the event you fail to account to us and pay royalties as herein provided for, we may give written notice to you that, unless the default is remedied within 30 days from the date of the notice, this compulsory license will be automatically terminated as to all Synchronized Works. Such termination shall render either the making or the distribution, or both, of any or all of the Synchronized Works for which royalties have not been paid, actionable as acts of copyright infringement, with all remedies provided at law available to us.
6. This license is personal and non-assignable, and does not supersede or in any way affect any prior licenses now in effect. You agree that all persons, firms and/or corporations acquiring from you and right, title, interest, in or possession of the program or copies shall be notified of the terms and conditions of this license and shall agree to be bound by them.
7. Promptly following release, you shall supply us with ONE complimentary copy of each Synchronized Work.
8. On the label affixed to each Synchronized Work manufactured by you, you shall include the title of the Composition, the name(s) of the author(s) of the Composition, the copyright year, our name as publisher, and the

name of our performing rights affiliate ASCAP, BMI & SESAC. You may print lyrics on the liner or lyric sheet with the items listed herein followed by: All rights reserved. Used by permission.

9. This license shall be governed by the State of Tennessee.

MOST FAVORED NATIONS: If another publisher, whose composition(s) is included on your product, is paid a royalty rate higher than that you pay to us, we shall receive equal to that higher rate retroactively to the sale of the first unit containing the composition(s).

AGREED TO:

Integrity Media, Inc. (Licensor):

By: _____ Date: _____ Federal I.D. No.: _____

Its: _____

CONSENTED AND AGREED TO (Licensee):

Miss Patty Cake, LLC, a Georgia limited liability company

By: _____ Date: _____ Federal I.D.No./ Soc. Sec.No.: _____

Its: _____