

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
RCL Enterprises, Inc.		06/27/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	RCL Publishing LLC
Street Address:	200 East Bethany Drive
City:	Allen
State/Country:	TEXAS
Postal Code:	75002
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78928692	ECHOES OF FAITH PLUS
Registration Number:	3017884	RESOURCES FOR CHRISTIAN LIVING
Serial Number:	77173497	STORIES OF GOD'S LOVE
Serial Number:	75979380	FAITH FIRST
Serial Number:	75493878	FAITH FIRST
Serial Number:	75463618	CATHOLIC AND CAPABLE
Serial Number:	75457687	UNDERSTANDING THE CATECHISM
Serial Number:	75364261	ECHOES OF FAITH
Serial Number:	75334914	OUR CATHOLIC IDENTITY
Serial Number:	75286929	RCL RESOURCES FOR CHRISTIAN LIVING
Serial Number:	75283550	RCL
Serial Number:	75282765	RESOURCES FOR CHRISTIAN LIVING
Serial Number:	75278992	FOUNDATIONS IN FAITH
Serial Number:	75136940	THE FAITH CONNECTION

OP \$365.00 78928692

CORRESPONDENCE DATA

Fax Number: (312)332-6376

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: csschneider@davismcgrath.com

Correspondent Name: Davis McGrath LLC

Address Line 1: 125 S. Wacker Drive, Suite 1700

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Christopher W. Schneider
Signature:	/cwschneider/
Date:	04/10/2008

Total Attachments: 5
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BILL OF SALE

This Bill of Sale (this "Bill of Sale"), dated as of June 27, 2007, is delivered to RCL Publishing LLC, a Delaware limited liability company ("Buyer"), pursuant to the terms of the Agreement of Purchase and Sale of Assets (the "Agreement"), dated as of June 27, 2007, by and between Buyer and RCL Enterprises, Inc., a Texas corporation ("Seller"). Capitalized terms used but not defined herein are used with the definitions given them in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, convey, assign, grant, bargain and set over unto Buyer all right, title and interest in and to all business, properties, assets, franchises, machinery, equipment, goodwill and rights of Seller as a going concern of every nature, kind and description, tangible and intangible, owned, leased or licensed, wherever located and whether or not carried or reflected on the books and records of Seller, including, without limitation, all equipment, inventory, trade names, trademarks, copyrights, and customer lists, circulation lists and distributor lists wherever located, of, related to, used in, or generated or developed from or for any of the operations and/or business of or related to the Publishing Division and/or the publishing, marketing, distributing and/or selling of any of the Publications (as herein defined) or other Products, and any and all delivery, distribution, and other operations of or for the Publishing Division and/or any or all of the Publications or other Products (all of the foregoing, collectively, the "Purchased Assets"), free and clear of any and all Liens except for Permitted Liens, including, without limitation, all of the following properties, assets, and rights (excluding however from this Bill of Sale the Excluded Assets (as defined in the Agreement):

(a) The publications set forth on Annex A hereto and all other publications and products related thereto or otherwise produced or developed by or for Seller in or in connection with the Business, whether extant, discontinued, defunct or currently published or under development or to be published in the future and any and all publications, products, extensions and/or spin-offs derived from any of the foregoing or related to any of the foregoing, and whether embodied in print, film, tape, disc, internet, electronic, or any other medium whatsoever and all rights to prepare, publish, sell and distribute any and all of the foregoing throughout the world (collectively, the "Publications");

(b) All inventories including, without limitation, prepublishing items, supplies, purchased parts and goods, finished goods, packaging materials, maintenance supplies, inventories of older and current versions of the Products, editorial material, work in process, manuscripts, notes and drafts, tapes, discs, cassettes, digital masters and files, graphic artwork, cuts, photographs and negatives (whether owned outright by Seller or licensed to Seller for use in or in connection with any of the Products or the Business), printing plates, engravings, stencils, films, promotional materials, inserts, direct mail materials, stationery, forms, labels, shipping materials and catalogs, pertaining or related to any of the Business and/or the Products (all of the foregoing, collectively, the "Inventory"), and all lists of contributors, authors, correspondents, reviewers, photographers, illustrators and editors who contribute or have contributed to any of the Products;

(c) All copyrights of Seller (and where not owned, Seller's right to use copyrights used by Seller) in all material used in or in connection with, and in the content and

components of, any of the Business, the Publications, or the Computer Programs (as defined below) and all copyrights covering any and all issues of the Publications, and all copyright registrations pertaining to any of the foregoing and all rights to obtain renewals and extensions of such copyrights (collectively the "Copyrights"), together with all causes of action in favor of Seller or any prior owner or operator of the Business (and the proceeds thereof) heretofore accrued or hereafter accruing with respect thereto;

(d) All names, titles, trademarks, trade names, service marks, logos, devices, insignias, formats and designations of Seller used or intended for use in connection with any of the Business and/or the Products, including, but not limited to, the names Faith First, Echoes of Faith, Resources for Christian Living and all variations thereof or using the same, and all trademark registrations and applications therefor, and the goodwill related thereto (collectively, the "Trademarks"), together with all causes of action (and the proceeds thereof) in favor of Seller heretofore accrued or hereafter accruing with respect to any of the Trademarks, and all other intangibles;

(e) All files, books and records of Seller relating to the Business, or customers, purchasers and distributors of any of the Products and/or the Business, including, but not limited to, promotional materials, market surveys, research and plans relating to any of the Business and/or the Products, rolodexes, sales contact data, prospect lists for any of the Publications, whether past or prospective, and copies of current price lists, discount lists, catalogs, public relations materials, sales correspondence, call reports, call books and sales promotion lists;

(f) All distribution, delivery and mailing lists maintained by or for or relating to any of the Business and/or the Products, all data related to any of such lists, all readership studies, surveys and research, and all rights to own, manage, use and rent the same, and all other mailing lists, together with all records, reports, discs and tapes of computer and other data, relating to any of the Business and/or the Products;

(g) All orders for Products;

(h) All equipment, vehicles and fixed and tangible personal property and physical assets used, or held for use, by or for Seller in connection with any of the Business and/or the Products, including, but not limited to, the physical assets and equipment listed in Annex B hereto, together with all replacements thereof, additions and alterations thereto, and substitutions therefor, made through the Closing Date, and all express and implied warranties related to any of the foregoing;

(i) All causes of action, claims and rights of recovery pertaining or related to any of the Business, the Products and/or the other Purchased Assets, whether arising or accruing prior to, on or after the date hereof, including without limitation rights under express or implied product and service warranties, together with the proceeds thereof;

(j) All computer systems (including, without limitation, management information and order systems, enterprise resource platform systems, warehouse management and bar coding systems, hardware, software, servers, computers, printers, scanners, monitors,

peripheral and accessory devices and the related media, manuals, documentation and user guides) of or used by or for the Business, all related claims, credits, and rights of recovery and set-off with respect thereto, and all of the right, title and interest (including by reason of license or lease) related to the Business in or to any software, computer program or software product owned, used, developed or being developed by or for the Business, whether for internal use or for license to others, and any software, computer program or software product licensed by Seller for use by the Business or licensed by the Business (collectively, "Computer Programs");

(k) All documentation, records and software, whether in machine or visually readable or other tangible form, evidencing, representing or containing any of the foregoing in the possession or under the control of Seller relating to any Computer Programs or used in or necessary to the Business, including, without limitation, any manuals, functional and design specifications, user and programmer instructions, coding, testing notes, error reports and logs, patches and patch instructions, itemizations of development tools, and all other writings which would be necessary or helpful to a skilled programmer to understand, maintain and enhance any Computer Programs (collectively, "Documentation");

(l) All know-how and other intellectual property of Seller used in or for the Business, including, without limitation, all trade secrets, vendor information, lists and data bases and other information not known to the general public, all literary works, whether or not copyrightable, all vendor and customer sales and purchase records and files of or related to the Business and/or the Products, each web site or home page of or maintained by or for the Business, all property and assets (tangible and intangible) used or necessary to create and publish any such web site or home page, and any and all universal resource locators ("URLs") and domain names, of or maintained by or for the Business (or any such website or homepage, including without limitation the following URLs:

www.rclinfo.com
www.faithfirst.com
www.rclweb.com
www.rclbooksandmore.com
www.echoesoffaith.com
www.eofplus.com
www.wholecommunitycatechesis.com
www.wholecommunitycatechesis.name
www.wholecommunitycatechesis.org
www.eofplus.org

(all of the foregoing, together with the Copyrights, Trademarks, Computer Programs and Documentation, collectively, the "Proprietary Rights");

(m) All insurance proceeds and rights thereto derived from loss, damage or destruction of or to any property or assets included in the Purchased Assets, to the extent not utilized prior to the Closing to repair or replace the lost, damaged or destroyed items (collectively "Insurance Proceeds");

(n) All right, title and interest of Seller in and to all transferable licenses, permits, variances, franchises, certifications, approvals, permits and authorizations issued by any administrative body or licensing authority or governmental or regulatory agency, used in connection with any of the Business and/or the Products and/or the ownership and/or use of the Purchased Assets, together with any renewals, extensions or modifications thereof and additions thereto;

(o) All rights of Seller under all contracts, agreements, and licenses relating to any of the Business, the Products, and/or the Purchased Assets (except those as to which Buyer elects not to, and is not required under the Obligations Undertaking to, assume obligations thereunder arising after the date hereof);

(p) All prepaid items relating to any of the Business, the Products, and/or the Purchased Assets (other than prepaid insurance premiums);

(q) All other books, records and files relating to any of the Business, the Purchased Assets and/or the Products including, without limitation, correspondence and back files; and

(r) The goodwill of or pertaining to any or all of the Purchased Assets, the Publications and/or the Business.

To have and to hold all of the foregoing and unto Buyer, its successors and assigns, forever.

Seller hereby covenants and agrees that, at any time and from time to time after the date of this Bill of Sale, at Buyer's request, Seller shall do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances as necessary to grant, sell, convey, assign, transfer, set over to or vest in Buyer any of the Purchased Assets and/or the Business, and to put Buyer in possession and control thereof.


Seller hereby authorizes and grants its power of attorney to Buyer and appoints Buyer and the officers thereof as Seller's attorney-in-fact to take any appropriate action in connection with any of the aforementioned properties, assets and rights (including without limitation to endorse in its own name or in Seller's name any checks and to deposit the same for Buyer's benefit and account), in the name of Seller or in its own or any other name but at its own expense, it being understood that this authorization and power of attorney are coupled with an interest and irrevocable.

This Bill of Sale shall inure to the benefit of and is binding upon the respective successors and assigns of Buyer and of Seller.

*[remainder of page intentionally left blank;
signature page follows]*

IN WITNESS WHEREOF, the undersigned has duly executed this Bill of Sale as of the date first above written.

RCL ENTERPRISES, INC.

By: 
Name: Charles G. Chalifoux
Title: President

[Signature Page to Bill of Sale]