

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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Giant Impact, LLC</td> <td></td> <td>01/31/2011</td> <td>LIMITED LIABILITY COMPANY: OKLAHOMA</td> </tr> <tr> <td>John Maxwell Leadership, LLC</td> <td></td> <td>01/31/2001</td> <td>LIMITED LIABILITY COMPANY: OKLAHOMA</td> </tr> </tbody> </table> | | Name | Formerly | Execution Date | Entity Type | Giant Impact, LLC | | 01/31/2011 | LIMITED LIABILITY COMPANY: OKLAHOMA | John Maxwell Leadership, LLC | | 01/31/2001 | LIMITED LIABILITY COMPANY: OKLAHOMA | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Giant Impact, LLC | | 01/31/2011 | LIMITED LIABILITY COMPANY: OKLAHOMA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| John Maxwell Leadership, LLC | | 01/31/2001 | LIMITED LIABILITY COMPANY: OKLAHOMA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>The John Maxwell Company, LLC</td> </tr> <tr> <td>Street Address:</td> <td>702 Old Peachtree Road</td> </tr> <tr> <td>City:</td> <td>Suwanee</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30024</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: GEORGIA</td> </tr> </table> | | Name: | The John Maxwell Company, LLC | Street Address: | 702 Old Peachtree Road | City: | Suwanee | State/Country: | GEORGIA | Postal Code: | 30024 | Entity Type: | LIMITED LIABILITY COMPANY: GEORGIA | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name: | The John Maxwell Company, LLC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 702 Old Peachtree Road | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Suwanee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | GEORGIA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 30024 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entity Type: | LIMITED LIABILITY COMPANY: GEORGIA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85192513</td> <td>JOHN MAXWELL</td> </tr> <tr> <td>Serial Number:</td> <td>85192529</td> <td>DR. MAXWELL</td> </tr> <tr> <td>Serial Number:</td> <td>85192548</td> <td>MAXWELL LEADERSHIP</td> </tr> <tr> <td>Serial Number:</td> <td>85018698</td> <td>5 LEVELS OF LEADERSHIP</td> </tr> <tr> <td>Serial Number:</td> <td>77794341</td> <td>THRIVE</td> </tr> <tr> <td>Registration Number:</td> <td>3123928</td> <td>THRIVE!</td> </tr> <tr> <td>Registration Number:</td> <td>2923952</td> <td>NWMA</td> </tr> <tr> <td>Registration Number:</td> <td>2855728</td> <td>JOHN C. MAXWELL</td> </tr> <tr> <td>Registration Number:</td> <td>2801978</td> <td>DEVELOPING THE LEADER WITHIN YOU</td> </tr> <tr> <td>Registration Number:</td> <td>2808112</td> <td>DEVELOPING THE LEADERS AROUND YOU</td> </tr> <tr> <td>Registration Number:</td> <td>3148485</td> <td>FIVE LEVELS OF LEADERSHIP</td> </tr> <tr> <td>Registration Number:</td> <td>2834119</td> <td>5 LEVELS OF LEADERSHIP</td> </tr> </tbody> </table> | | Property Type | Number | Word Mark | Serial Number: | 85192513 | JOHN MAXWELL | Serial Number: | 85192529 | DR. MAXWELL | Serial Number: | 85192548 | MAXWELL LEADERSHIP | Serial Number: | 85018698 | 5 LEVELS OF LEADERSHIP | Serial Number: | 77794341 | THRIVE | Registration Number: | 3123928 | THRIVE! | Registration Number: | 2923952 | NWMA | Registration Number: | 2855728 | JOHN C. MAXWELL | Registration Number: | 2801978 | DEVELOPING THE LEADER WITHIN YOU | Registration Number: | 2808112 | DEVELOPING THE LEADERS AROUND YOU | Registration Number: | 3148485 | FIVE LEVELS OF LEADERSHIP | Registration Number: | 2834119 | 5 LEVELS OF LEADERSHIP |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 85192513 | JOHN MAXWELL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 85192529 | DR. MAXWELL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 85192548 | MAXWELL LEADERSHIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 85018698 | 5 LEVELS OF LEADERSHIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 77794341 | THRIVE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 3123928 | THRIVE! | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2923952 | NWMA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2855728 | JOHN C. MAXWELL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2801978 | DEVELOPING THE LEADER WITHIN YOU | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2808112 | DEVELOPING THE LEADERS AROUND YOU | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 3148485 | FIVE LEVELS OF LEADERSHIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2834119 | 5 LEVELS OF LEADERSHIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

OP \$515.00 85192513

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|----------------------|---------|------------------|
| Registration Number: | 2022093 | INJOY |
| Registration Number: | 2022209 | INJOY |
| Registration Number: | 2043140 | INJOY |
| Registration Number: | 2022100 | INJOY LIFE CLUB |
| Registration Number: | 2052223 | INJOY LIFE CLUB |
| Registration Number: | 2786026 | LEADERSHIP WIRED |
| Registration Number: | 2242528 | MAXIMUM IMPACT |
| Registration Number: | 3852322 | MAXIMUM IMPACT |

CORRESPONDENCE DATA

Fax Number: (770)951-0933
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 770-933-9500
Email: natalie.bennett@tkhr.com
Correspondent Name: N. Andrew Crain
Address Line 1: 600 Galleria Pkwy SE
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30339

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 141006-9010 |
| NAME OF SUBMITTER: | N. Andrew Crain |
| Signature: | /N. Andrew Crain/ |
| Date: | 02/22/2011 |

Total Attachments: 4
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**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Assignment") is entered into and effective this 31st day of January, 2011, by and among GIANT IMPACT, LLC, an Oklahoma limited liability company, and JOHN MAXWELL LEADERSHIP, LLC, an Oklahoma limited liability company (collectively, "Assignors"), and THE JOHN MAXWELL COMPANY, LLC, a Georgia limited liability company ("Assignee"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, Assignors have agreed to transfer to Assignee all of Assignors' right, title and interest in and to the Intellectual Property and the goodwill accrued in connection and associated therewith, consisting of the intellectual property listed in Schedule 1, which hereinafter is referred to as "Intellectual Property."

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Intellectual Property and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

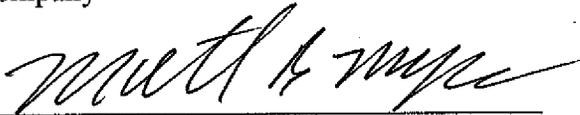
1. Assignment. Assignors do hereby assign, transfer, convey and set over unto Assignee their full right, title and interest, including common law rights, in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith, and the exclusive right to enforce the Intellectual Property in the sole name of Assignee, including the right to sue for past infringement if any there may be.
2. Covenant by Assignors. Assignors agree that they will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be reasonably necessary or desirable to perfect Assignee's title in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith.
3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement, and the execution of such counterparts may be made by original signature, electronic signature or a facsimiled signature, any of which shall be deemed to be an original.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with the internal laws of the State of Georgia (without reference to its choice of law rules that would require the application of the laws of any other jurisdiction).

[Signatures appear on the following counterpart signature pages.]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNORS:

GIANT IMPACT, LLC, an Oklahoma limited liability company

By: 
Name: Matthew Myers
Title: Manager

JOHN MAXWELL LEADERSHIP, LLC, an Oklahoma limited liability company

BY: GIANT IMPACT, LLC, its Manager

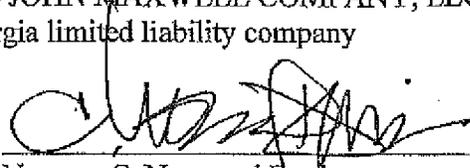
By: 
Name: Matthew Myers
Title: Manager

[Signatures continue on the following counterpart signature pages.]

[Counterpart signature page for the Intellectual Property Assignment Agreement.]

ASSIGNEE:

THE JOHN MAXWELL COMPANY, LLC, a
Georgia limited liability company

By: 

Name: C. Norwood Davis

Title: CFO

Schedule 1

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

| Trademark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|-----------------------------------|---------------|-----------------|--------------------|-----------------|------------------|
| JOHN MAXWELL | Pending | 85/192513 | 12/7/2010 | | |
| DR. MAXWELL | Pending | 85/192529 | 12/7/2010 | | |
| MAXWELL LEADERSHIP | Pending | 85/192548 | 12/7/2010 | | |
| 5 LEVELS OF LEADERSHIP | Pending | 85/018698 | 4/20/2010 | | |
| THRIVE | Pending | 77/794341 | 7/31/2009 | | |
| THRIVE | Registered | 76/396034 | 4/15/2002 | 3123928 | 8/1/2006 |
| NWMA | Registered | 76/526429 | 6/19/2003 | 2923952 | 2/1/2005 |
| JOHN C. MAXWELL | Registered | 76/518974 | 6/2/2003 | 2855728 | 6/22/2004 |
| DEVELOPING THE LEADER WITHIN YOU | Registered | 76/469974 | 11/29/2002 | 2801978 | 1/6/2004 |
| DEVELOPING THE LEADERS AROUND YOU | Registered | 76/471959 | 12/5/2002 | 2808112 | 1/27/2004 |
| FIVE LEVELS OF LEADERSHIP | Registered | 78/734764 | 10/17/2005 | 3148485 | 9/26/2006 |
| 5 LEVELS OF LEADERSHIP | Registered | 76/518972 | 6/2/2003 | 2834119 | 4/20/2004 |
| INJOY | Registered | 75/040407 | 1/5/1996 | 2022093 | 12/10/1996 |
| INJOY | Registered | 75/054624 | 1/22/1996 | 2022209 | 12/10/1996 |
| INJOY | Registered | 75/040718 | 1/5/1996 | 2043140 | 3/11/1997 |
| INJOY LIFE CLUB | Registered | 75/040850 | 1/5/1996 | 2022100 | 12/10/1996 |
| INJOY LIFE CLUB | Registered | 75/040658 | 1/5/1996 | 2052223 | 4/15/1997 |
| LEADERSHIP WIRED | Registered | 76/474457 | 12/6/2002 | 2786026 | 11/25/2003 |
| MAXIMUM IMPACT | Registered | 75/343126 | 8/19/1997 | 2242528 | 5/4/1999 |
| MAXIMUM IMPACT | Registered | 77/803820 | 8/13/2009 | 3852322 | 9/28/2010 |
| THE RELEVANT CHURCH | Lapsed | 76/518823 | 6/2/2003 | 2859676 | 7/6/2004 |
| THE RELEVANT CHURCH | Lapsed | 76/521334 | 6/9/2003 | 2876563 | 8/24/2004 |
| MAXIMUM IMPACT | Cancelled | 75/343466 | 8/19/1997 | 2242529 | 5/4/1999 |
| THRIVE | Cancelled | 78/052344 | 3/9/2001 | 2744880 | 7/29/2003 |
| INJOY | Cancelled | 75/040719 | 1/5/1996 | 2023823 | 12/17/1996 |