

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
Giant Impact, LLC		01/31/2011	LIMITED LIABILITY COMPANY: OKLAHOMA
John Maxwell Leadership, LLC		01/31/2001	LIMITED LIABILITY COMPANY: OKLAHOMA

RECEIVING PARTY DATA

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

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

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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:

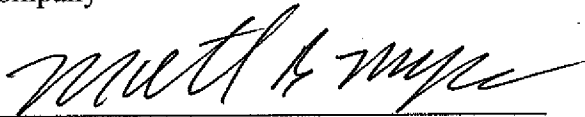
1. Assignment. Assignors do hereby assign, transfer, convey and set over unto Assignee their full right, title and interest, including common law rights, in, to and under the Intellectual Property, including all goodwill accrued in connection and associated therewith, and the exclusive right to enforce 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