

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Partial Release of Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		05/27/2011	National Association: United States: UNITED STATES
RECEIVING PARTY DATA			
Name:	INO Records, LLC		
Street Address:	1000 CODY ROAD		
Internal Address:	c/o Integrity Media Inc.		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36695		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2714150	INOTOF	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0382		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

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REEL: 004552 FRAME: 0817

Date:

06/02/2011

Total Attachments: 4

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PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Partial Release") is executed as of May 27, 2011 by JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Secured Party") under that certain Credit, Security, Pledge and Guaranty Agreement dated as of August 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Integrity Media, Inc., as borrower ("Integrity"), INO Records, LLC (f/k/a M2 Communications, L.L.C.) ("Grantor") and the other guarantors referred to therein, the lenders referred to therein (the "Lenders") and the Secured Party.

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered to the Secured Party (for the benefit of itself and the Lenders) that certain Trademark Security Agreement dated as of August 28, 2007 and recorded with the United States Patent and Trademark Office on September 5, 2007, reel 3614, frame 0854 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor has granted to the Secured Party, as security for its obligations under and in connection with its guaranty of the Obligations (as defined in the Credit Agreement) pursuant to the Credit Agreement, a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 27, 2011 (the "Purchase Agreement") among Fair Trade Services L.L.C., the Grantor and Integrity, the Grantor has agreed to sell, convey, assign and transfer to Fair Trade Services L.L.C. all of the Grantor's right, title and interest in and to the Assets (as defined in the Purchase Agreement), including the trademark registration listed on Schedule I attached hereto; and

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement, the Grantor has requested that the Secured Party release the lien and security interest granted to the Secured Party (for the benefit of itself and the Lenders) in that portion of the Collateral consisting of the Assets, including, but not limited to, the trademark registrations listed on Schedule I attached hereto (such trademark portion of the Trademark Collateral, the "Specified Trademark Collateral").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby:

releases, without recourse, the lien and security interest granted by the Grantor to the Secured Party (for the benefit of itself and the Lenders) pursuant to any security agreement (including the Trademark Security Agreement) in the right, title and interest of the Grantor in and to the Assets, including the Specified Trademark Collateral; and

to the extent the Secured Party (for the benefit of itself and the Lenders) shall be deemed to have any right, title or interest in or to the Assets, including the Specified Trademark Collateral, the Secured Party hereby retransfers, reconveys, and reassigns to the Grantor, without representation or warranty, all of such right, title and interest therein.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA AS THE SAME WOULD BE APPLIED BY A FEDERAL DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK APPLICABLE TO CONTRACTS NEGOTIATED, EXECUTED AND TO BE FULLY PERFORMED IN SAID STATE.

For the avoidance of doubt, this Partial Release fully and completely releases and discharges any lien and security interest granted to the Secured Party (for the benefit of itself and the Lenders) by the Grantor in the Assets, including the Specified Trademark Collateral, but in no way affects any lien or security interest granted to the Secured Party in, to and under any Trademark Collateral other than the Assets (which includes the Specified Trademark Collateral).

Except as expressly modified hereby, the Credit Agreement and the Trademark Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof, including with respect to any Trademark Collateral other than the Assets (which includes the Specified Trademark Collateral).

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

The Secured Party authorizes the recordation of this Partial Release with the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the undersigned has caused this Partial Release to be duly executed on the date first written above.

JPMORGAN CHASE BANK, N.A., as
Secured Party

By: 

Name:

Patrick J. Minnick

Title:

Vice President

SCHEDULE I

TRADEMARK

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
INO Records, LLC	INOTOF	United States	2,714,150	May 6, 2003