

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.		06/01/2011	CORPORATION: DELAWARE
Integrity Music, Inc.		06/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	David C Cook
Street Address:	4050 Lee Vance View
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80918
Entity Type:	Not for Profit Corporation: ILLINOIS

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3704641	G INTEGRITY GOSPEL
Registration Number:	3042246	
Registration Number:	2449741	INTEGRITY
Registration Number:	2525124	INTEGRITY
Registration Number:	2972318	INTEGRITY
Registration Number:	3230998	INTEGRITY 1ST EDITION
Registration Number:	2124146	INTEGRITY DIRECT
Registration Number:	3118092	INTEGRITY FAMILY
Registration Number:	3007469	INTEGRITY FILM & VIDEO
Registration Number:	2237172	INTEGRITY FILMS
Registration Number:	2730733	INTEGRITY GOSPEL
Registration Number:	3073977	INTEGRITY HOUSE
Registration Number:	3704695	INTEGRITY KIDS

CH \$940.00 3704641

Registration Number:	2907156	INTEGRITY MEDIA
Registration Number:	1742795	INTEGRITY MUSIC
Registration Number:	1743670	INTEGRITY MUSIC
Registration Number:	1992990	INTEGRITY MUSIC
Registration Number:	3707922	INTEGRITY MUSIC LATIN
Registration Number:	1867373	INTEGRITY MUSIC'S SCRIPTURE MEMORY SONGS
Registration Number:	2716589	INTEGRITY PUBLISHERS
Registration Number:	3108786	INTEGRITY PUBLISHERS
Registration Number:	3137189	INTEGRITY SEMINARS & CONFERENCES
Registration Number:	2929547	INTEGRITY TELEVISION
Registration Number:	2570307	INTEGRITY TODAY
Serial Number:	85099216	INTEGRITY UNIVERSITY
Serial Number:	85208955	INTEGRITY UNIVERSITY
Serial Number:	85179234	INTEGRITY WORSHIP INSTITUTE
Registration Number:	2390830	INTEGRITY WORSHIP MINISTRIES
Registration Number:	3946856	INTEGRITY WORSHIP RESOURCES
Registration Number:	3017428	INTEGRITY'S IWORSHIP
Registration Number:	3019864	INTEGRITY'S IWORSHIP
Registration Number:	1845510	INTERLUDES
Registration Number:	1844347	JUST FOR KIDS
Registration Number:	1891969	JUST FOR KIDS
Registration Number:	1992992	JUST FOR KIDS
Registration Number:	2665738	SONGS 4 WORSHIP
Registration Number:	2785404	WWW.SONGS4WORSHIP.COM

CORRESPONDENCE DATA

Fax Number: (312)704-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-704-3336
Email: kmulcahy@hinshawlaw.com, trademarks@hinshawlaw.com
Correspondent Name: Kourtney Mulcahy
Address Line 1: Hinshaw & Culbertson LLP
Address Line 2: 222 N. LaSalle Street, Suite 300
Address Line 4: Chicago, ILLINOIS 60601-1081

ATTORNEY DOCKET NUMBER: 0922020 - DAVID C COOK

NAME OF SUBMITTER: Kourtney Mulcahy

TRADEMARK
REEL: 004602 FRAME: 0990

/kourtney mulcahy/

Date:

08/11/2011

Total Attachments: 8

source=David C Cook TM Assignment#page1.tif

source=David C Cook TM Assignment#page2.tif

source=David C Cook TM Assignment#page3.tif

source=David C Cook TM Assignment#page4.tif

source=Cook TM Assignment SchA#page1.tif

source=Cook TM Assignment SchA#page2.tif

source=Cook TM Assignment SchA#page3.tif

source=Cook TM Assignment SchA#page4.tif

**ASSIGNMENT AND ASSUMPTION OF ALL RIGHTS, TITLE, AND INTEREST IN
INTELLECTUAL PROPERTY**

This Assignment and Assumption of All Rights, Title, and Interest in Intellectual Property Agreement (the "Agreement") is made and entered into this 1st day of June, 2011 by and among Integrity Media, Inc., a Delaware corporation ("Integrity Media"), Integrity Music, Inc., a Delaware corporation ("Integrity Music" and together with Integrity Media "Sellers") and David C Cook, an Illinois Not-for-Profit Corporation ("Buyer").

WHEREAS, Sellers and Buyer are parties to that certain Asset Purchase Agreement dated as of June 1, 2011 (the "Purchase Agreement") by and among Buyer and Sellers, pursuant to which each Seller has agreed to sell to Buyer and Buyer has agreed to purchase from such Sellers all of such Sellers' right, title and interest in and to the Assets; and

WHEREAS, pursuant to the Purchase Agreement, each Seller has agreed to assign all rights, title and interest in the Intellectual Property Assets to Buyer, and Buyer has agreed to assume future obligations related to the Intellectual Property Assets.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Assignment. Each Seller does hereby irrevocably assign, transfer and convey to Buyer all rights, title, and interests (including but not limited to, all registration rights with respect to the Intellectual Property Assets, all rights to practice, use, manufacture, distribute, sell or otherwise exploit the Intellectual Property Assets, and all other rights), in and to the Intellectual Property Assets.
3. Consideration. The consideration for the assignment set forth in Section 2 is set forth in the Purchase Agreement.
4. Representations and Warranties. Each Seller represents and warrants to Buyer:
 - a. Each Seller has the right, power and authority to enter into this Agreement; and
 - b. This Agreement is valid, binding, and enforceable in accordance with its terms.
5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to each Seller's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets, are incorporated herein by this reference. Sellers and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities

contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.
7. Binding Effect: Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
8. Amendment. No amendment or modification of this Agreement shall be valid or binding upon any party unless made in writing and signed by each party or their duly authorized executors, assigns, successors or representatives. The waiver by any party of the breach of any provision of this Agreement by another party shall not be construed as a waiver of any subsequent breach.
9. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
10. Governing Law. This Assignment and Assumption Agreement shall be interpreted, construed and governed according to the laws of the State of Delaware.
11. Counterparts. This Agreement may be executed in two or more counterparts (including by means of telecopied or electronically scanned signature pages) each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
12. Entire Agreement. This Agreement and the Operating Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of All Rights, Title, and Interest in Intellectual Property Agreement as of the day and year first above written.

Sellers:

INTEGRITY MEDIA, INC.


By: _____
Its: _____

INTEGRITY MUSIC, INC.

By: _____
Its: _____

Buyer:

DAVID C COOK

By: 
Its: CHIEF EXECUTIVE OFFICER

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of All Rights, Title, and Interest in Intellectual Property Agreement as of the day and year first above written.

Sellers:

INTEGRITY MEDIA, INC.

By: P. Michael Coleman
Its: President

INTEGRITY MUSIC, INC.

By: P. Michael Coleman
Its: President


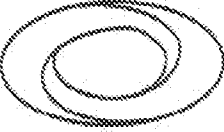



Buyer:





DAVID C COOK

By: _____
Its: _____


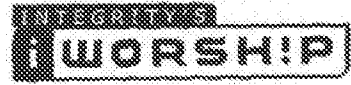



[Signature Page to IP Assignment]

US TRADEMARK ASSIGNMENT -SCHEDULE A

MARK	CLASS	SERIAL OR REG. NO.	APPL. OR REG. DATE
G Intergrity Gospel & Design 	09, 16	3704641	November 3, 2009
Halo Device 	09, 16, 35, 41	3042246	January 01, 2006
INTEGRITY	09, 16, 41	2449741	May 8, 2011
INTEGRITY	16	2525124	January 1, 2002
INTEGRITY & HALO Design 	9, 16, 35, 41	2972318	July 19, 2005
INTEGRITY 1 ST EDITION	35	3230998	April 17, 2007
INTEGRITY DIRECT	42	2124146	December 23, 1997
INTEGRITY FAMILY & Design 	09, 16	3118092	July 18, 2006
INTEGRITY FILM & VIDEO 	41	3007469	October 17, 2005

MARK	CLASS	SERIAL OR REG. NO.	APPL. OR REG. DATE
INTEGRITY FILMS & Design 	09	2237172	April 6, 1999
INTEGRITY GOSPEL	09, 16	2730733	June 24, 2003
INTEGRITY HOUSE	09, 16	3073977	March 28, 2006
INTEGRITY KIDS Stylized 	09	3704695	November 3, 2009
INTEGRITY MEDIA & Design 	09, 16, 35, 41	2907156	November 30, 2004
INTEGRITY MUSIC	09, 16, 42	1742795	December 29, 1992
INTEGRITY MUSIC	41	1743670	December 29, 1992
INTEGRITY MUSIC	09	1992990	August 13, 1996
INTEGRITY MUSIC LATIN & Halo Design 	09	3707922	November 10, 2009

MARK	CLASS	SERIAL OR REG. NO.	APPL. OR REG. DATE
INTEGRITY MUSIC SCRIPTURE MEMORY SONGS	09, 16	1867373	December 13, 1994
INTEGRITY PUBLISHERS & Design 	16, 41	2716589	May 13, 2003
INTEGRITY PUBLISHERS & Design 	09	3108786	June 27, 2006
INTEGRITY SEMINARS & CONFERENCES	41	3137189	August 29, 2006
INTEGRITY TELEVISION & Design 	41	2929547	March 01, 2005
INTEGRITY TODAY	16	2570307	May 14, 2002
INTEGRITY UNIVERSITY	41 (ITU)	85/099216	August 03, 2010
INTEGRITY UNIVERSITY	41 (ITU)	85/208955	January 3, 2011
INTEGRITY WORSHIP INSTITUTE	16, 41 (ITU)	85/179234	November 17, 2010
INTEGRITY WORSHIP MINISTRIES	41	2390830	October 3, 2000
INTEGRITY WORSHIP RESOURCES & Design	09, 16	3946856	April 19, 2011

MARK	CLASS	SERIAL OR REG. NO.	APPL. OR REG. DATE
			
INTEGRITY'S IWORSHIP	09, 16	3017428	November 22, 2005
INTEGRITY'S IWORSHIP & Design 	09, 16	3019864	November 29, 2005
INTERLUDES	09	1845510	July 19, 1994
JUST FOR KIDS & Design 	16	1844347	July 12, 1994
JUST FOR KIDS & Design 	09	1891969	May 02, 1995
JUST FOR KIDS & Design 	09	1992992	August 13, 1996
SONGS 4 WORSHIP	09	2665738	December 24, 2002
WWW.SONGS4WORSHIP.COM	09	2785404	November 25, 2003