

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Request for Nullification of Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David C Cook		06/01/2011	non-profit corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Kona Bay Media, Inc.
Also Known As:	AKA Integrity Media, Inc.
Street Address:	1000 Cody Road
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36695
Entity Type:	CORPORATION: DELAWARE

Name:	Kona Bay Music, Inc.
Also Known As:	AKA Integrity Music, Inc.
Street Address:	1000 Cody Road
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36695
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2890595	HYMNS 4 WORSHIP

CORRESPONDENCE DATA

Fax Number: (312)704-3001
 Phone: 312-704-3336
 Email: kmulcahy@hinshawlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	931543 - HYMNS 4 WORSHIP
NAME OF SUBMITTER:	Kourtney Mulcahy
Signature:	/kourtney mulcahy/
Date:	02/23/2012

Total Attachments: 19
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HINSHAW

& CULBERTSON LLP

February 23, 2012

U.S. Patent and Trademark Office
MAIL STOP: Assignment Services Branch
P.O. Box 1450
Alexandria, VA 22313

ATTORNEYS AT LAW
222 North LaSalle Street
Suite 300
Chicago, IL 60601-1081

312-704-3000
312-704-3001 (fax)
www.hinshawlaw.com

Re: Request for Nullification of Addendum to Assignment
Recorded November 4, 2011 at Reel 004658/Frame 0136
Reg. No. 2890595 for TM: HYMNS 4 WORSHIP

To Whom It May Concern:

The undersigned attorney of record respectfully requests that the above Addendum to Assignment recorded against Registration No. 2890595 at Reel 004658/Frame 0136 in the name of David C Cook be nullified. At the time of execution of the foregoing Assignment, Reg. No. 2890595 was a jointly owned registration held by Intergrity Media, Inc. (prior owner) and Direct Holdings Americas, Inc. The Assignment recorded at Reel 004658/Frame 0136 assigned 100% ownership from Kona Bay Media, Inc. (formerly Integrity Media, Inc.) to David C Cook. The Assignment was in error, as Kona Bay Media, Inc. (formerly Integrity Media, Inc.) had only a 50% ownership interest in this registration at that time and did not have the authority to assign the 50% ownership interest of Direct Holdings Americas, Inc.

Therefore, David C Cook, the current record owner of Reg. No. 2890595 respectfully requests that the Assignment recorded on November 4, 2011 be nullified with respect to Reg. No. 2890595. In support of this request for nullification of assignment, the undersigned attorney submits a copy of the Notification of Assignment Recordation and an Affidavit in Support.

The request filing fee of \$40 is being concurrently submitted herewith. Should the Assignment Recordation Branch have any questions or concerns regarding this matter, it is invited to contact the undersigned.

Sincerely,

HINSHAW & CULBERTSON LLP



Kourtney A. Mulcahy

312-704-3336

kmulcahy@hinshawlaw.com

KAM:ib

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Electronic Version v1.1

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NATURE OF CONVEYANCE:	Addendum to Assignment		
CONVEYING PARTY DATA			
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Kona Bay Music, Inc.	FORMERLY 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: 42			
Property Type	Number	Word Mark	
Registration Number:	1637424	ALLELUIA MUSIC	
Registration Number:	1994532	ALLELUIA MUSIC	
Registration Number:	3034747	CHANGE YOUR DIRECTION	
Registration Number:	3151623	CLUB J	
Registration Number:	2991166	EN LIGHT	
Registration Number:	3336804	GLOBALWORSHIPNOW.COM	
Registration Number:	2869902	GOD WILL MAKE A WAY	
Registration Number:	2986259	GOTTA HAVE GOSPEL!	

Registration Number:	1544200	HOSANNA! MUSIC
Registration Number:	2028293	HOSANNA! MUSIC
Registration Number:	2386079	HIM HOSANNA! MUSIC
Registration Number:	2890595	HYMNS 4 WORSHIP
Registration Number:	2416422	INTEGRITY BOOKS
Registration Number:	1786104	INTEGRITY COMMUNICATIONS
Registration Number:	3203255	INTEGRITY DIRECT
Registration Number:	3036398	INTEGRITY FILM
Registration Number:	1558871	INTEGRITY MUSIC
Registration Number:	2747157	INTEGRITY REWARDS
Registration Number:	2856840	INTEGRITY SPECIAL PRODUCTS
Registration Number:	2570307	INTEGRITY TODAY
Registration Number:	3094953	THE INTEGRITY WORSHIP INSTITUTE
Registration Number:	2258725	LIVE PRAISE WORSHIP
Registration Number:	2055124	NEW SONGS FOR WORSHIPING CHURCHES
Registration Number:	1900466	NEW SONGS FOR WORSHIPING CHURCHES
Registration Number:	3271250	OPEN THE EYES OF MY HEART
Registration Number:	3425268	P PROVIDENT-INTEGRITY DISTRIBUTION
Registration Number:	2672302	PRAISEWORKOUT
Registration Number:	1758083	REFLECTIONS
Registration Number:	1834363	RENEWAL MUSIC
Registration Number:	3626988	SIMPLY / INTEGRITY.
Registration Number:	1752270	SONGS THAT TEACH, SONGS THAT PRAISE
Registration Number:	2385244	SONGTRAX
Registration Number:	2556631	VALUES JUST FOR KIDS
Registration Number:	2556630	VALUES JUST FOR KIDS
Registration Number:	2999355	VERTICAL
Registration Number:	3173070	VERTICAL
Registration Number:	2628438	VERTICALLIFE
Registration Number:	2999360	VERTICALMUSIC.COM
Registration Number:	3003083	VERTICALMUSIC.COM

TRADEMARK

REEL: 004628 FRAME: 0886

Registration Number:	3049037	VERTICALMUSIC
Registration Number:	2492458	VERTICAL NATION
Registration Number:	3102061	

CORRESPONDENCE DATA

Fax Number: (312)704-3001

Phone: 312-704-3336

Email: kmulcahy@hinshawlaw.com

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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:	922020- ASSIGNMNT ADDENDU
NAME OF SUBMITTER:	Kourtney Mulcahy
Signature:	/kourtney mulcahy/
Date:	11/01/2011

Total Attachments: 7

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RECEIPT INFORMATION

ETAS ID: TM217712

Receipt Date: 11/01/2011

Fee Amount: \$1065

**United States Patent and Trademark Office**

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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Address Line 2: 222 N. LaSalle Street, Suite 300.
Address Line 4: Chicago, ILLINOIS 60601-1081

ATTORNEY DOCKET NUMBER:	922020- ASSIGNMNT ADDENDU
NAME OF SUBMITTER:	Kourtney Mulcahy
Signature:	/kourtney mulcahy/
Date:	11/01/2011
Total Attachments: 7 source=AddendumtoAssignment#page1.tif source=AddendumtoAssignment#page2.tif source=AddendumtoAssignment#page3.tif source=AddendumtoAssignment#page4.tif source=AddendumtoAssignment#page5.tif source=AddendumtoAssignment#page6.tif source=AddendumtoAssignment#page7.tif	
RECEIPT INFORMATION	
ETAS ID:	TM217712
Receipt Date:	11/01/2011
Fee Amount:	\$1065

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

This Addendum to Assignment and Assumption of All Rights, Title, and Interest in Intellectual Property Agreement (the "Addendum") shall be effective as of the 1st day of June, 2011 by and among Integrity Media, Inc., a Delaware corporation now known as Kona Bay Media, Inc. ("Integrity Media"), Integrity Music, Inc., a Delaware corporation now known as Kona Bay Music, Inc. ("Integrity Music" and together with Integrity Media "Sellers") and David C Cook, an Illinois Not-for-Profit Corporation ("Buyer").

WHEREAS, Sellers and Buyer were 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;

WHEREAS, pursuant to the Purchase Agreement, the parties executed an Assignment and Assumption of all Rights, Title and Interest in Intellectual Property ("Assignment") to transfer the Intellectual Property Assets;

WHEREAS, pursuant to the Assignment, the parties agreed 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 the Purchase Agreement and Assignment;

WHEREAS, the parties desire to execute this Addendum to complete the transfer of Intellectual Property Assets by clarifying Intellectual Property Assets which were inadvertently not identified in the exhibit to the Assignment but which were to have been transferred pursuant to the Purchase Agreement;

NOW, THEREFORE, pursuant to the Purchase Agreement, the Assignment 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 including, but not

limited to, those Intellectual Property Assets identified on Exhibit A attached hereto.

3. Consideration. The consideration for the assignment set forth in this Addendum 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 Addendum; and
 - b. This Addendum 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 Addendum.
7. Binding Effect; Assignment. This Addendum 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 Addendum 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 Addendum, 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 Addendum shall remain in full force and effect.
10. Governing Law. This Addendum shall be interpreted, construed and governed according to the laws of the State of Delaware.

11. Counterparts. This Addendum 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. Supplement to Assignment. This Addendum contains the entire understanding and agreement between the parties hereto with respect to its subject matter. This Addendum does not supersede the Assignment, rather it shall supplement the same and be effect as of the date of the 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., n/k/a KONA BAY
MEDIA, INC.

By: Donald D. Ellington
Its: Secretary/Treasurer

INTEGRITY MUSIC, INC. n/k/a KONA BAY
MUSIC, INC.

By: Donald D. Ellington
Its: Secretary/Treasurer

Buyer:

DAVID C COOK

By: John F. Miller
Its: Chief Operating Officer

[Signature Page to IP Addendum]

Error! Unknown document property name.

ADDENDUM TO ASSIGNMENT - EXHIBIT A

MARK	COUNTRY	REG. NO.	REG. DATE
Alleluia Music & Design	Australia	653413	6/7/1996
Alleluia Music & Design	Australia	653414	6/7/1996
Hosanna! Music	Australia	462824	3/9/1990
Hosanna! Music	Australia	462825	3/9/1990
Hosanna! Music	Benelux	517978	8/21/1992
Esto Es Musica Cristiana	Brazil	827307420	4/4/2005
Hosanna! Music	Brazil	82181569	6/5/2007
Integrity & Halo Design	Brazil	827122357	1/17/2005
Integrity Music	Brazil	825181550	12/23/2002
Integrity Music	Brazil	825181542	12/23/2002
This Is Christian Music	Brazil	827307438	4/4/2005
Vertical	Brazil	827122349	1/17/2005
Vertical	Brazil	827122330	1/17/2005
Vertical Music	Brazil	825424780	4/7/2003
Vertical Music	Brazil	82542771	4/7/2003
Alleluia! Music	Canada	349002	12/09/1988
Alleluia! Music	Canada	484227	10/17/1997
Songs 4 Worship	CTM	2600492	8/27/2003
Hosanna! Music	Germany	2046425	10/6/1993
Alleluia! (Cl. 09)	New Zealand	200085	7/26/1996
Alleluia! (Cl. 16)	New Zealand	200086	7/26/1996
Hosanna! Music (Cl. 09)	New Zealand	172403	8/28/1990
Hosanna! Music (Cl. 16)	New Zealand	174404	8/28/1990
Hosanna! Music (Cl. 09)	Singapore	T92/04054H	7/2/2003

MARK	COUNTRY	REG. NO.	REG. DATE
Hosanna! Music (Cl. 16)	Singapore	T92/04055F	8/26/1994
Integrity Books	Singapore	T98/10131Z	4/18/2000
Hosanna! Music	South Africa	88/0570	1/28/1988
Hosanna! Music	South Africa	88/0571	1/28/1988
Alleluia Music	US	1,637,424	3/21/91
Alleluia Music & Design	US	1,994,532	8/20/1996
Change Your Direction	US	3,034,747	12/27/2005
Club J	US	3,151,623	10/3/2006
En Light (Cl. 16)	US	2,991,166	9/6/2005
GlobalWorshipNow.com	US	3,336,804	11/13/2007
God Will Make A Way	US	2,869,902	8/3/2004
Gotta Have Gospel!	US	2,986,259	8/16/05
Hosanna! Music	US	1,544,200	1/20/1989
Hosanna! Music	US	2,028,293	1/7/1997
Hosanna! Music & Design	US	2,386,079	9/12/00
Hymns 4 Worship	US	2,890,595	9/28/2004
Integrity Books & Design	US	2,416,422	12/26/2000
Integrity Communications	US	1,786,104	8/3/1993
Integrity Direct & Design	US	3,203,255	1/30/2007
Integrity Films & Design	US	3,036,398	12/27/2005
Integrity Music & Music Note Design	US	1,558,871	10/03/1989
Integrity Rewards	US	2,747,157	8/5/2003
Integrity Special Products & Design	US	2,856,840	6/22/2004
Integrity Today	US	2,570,307	5/14/2002

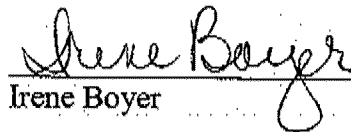
MARK	COUNTRY	REG. NO.	REG. DATE
Integrity Worship Institute	US	3,094,953	5/23/2006
Live Praise Worship & Design	US	2,258,725	7/6/1999
New Songs For Worshipping Churches	US	2,055,124	4/22/1997
New Songs for Worshipping Churches (Cls. 9 & 16)	US	1,900,466	6/20/1995
Open The Eyes Of My Heart	US	3,271,250	7/31/2007
P Provident-Integrity Distribution	US	3,425,268	5/13/2008
Praiseworkout	US	2,672,302	1/7/2003
Reflections	US	1,758,083	3/16/1993
Renewal Music	US	1,834,363	5/3/1994
Simple/Integrity.	US	3,626,988	5/26/2009
Song That Teach, Songs That Praise	US	1,752,270	2/16/1993
Songtrax	US	2,385,244	9/12/2000
Values Just for Kids	US	2,556,631	4/2/2002
Values Just For Kids & Design	US	2,556,630	4/2/2002
Vertical	US	2,999,355	9/20/2005
Vertical (Cl. 09)	US	3,173,070	11/21/2006
Verticallife	US	2,628,438	10/01/2002
Verticalmusic.com	US	2,999,360	9/20/2005
Verticalmusic.com (Cl. 38)	US	3,003,083	9/27/2005
Verticalmusic & Raised Hands Design	US	3,049,037	1/24/2006
Vertical Nation	US	2,492,458	9/25/2001
Visual Worship Logo	US	3,102,061	6/6/2006

KAM:ib
Attachments

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this correspondence is be transmitted by facsimile transmission to the Assignment Branch of the United State Patent and Trademark Office on the date show below.

Date: November 4, 2011


Irene Boyer

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Electronic Version v1.1
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State/Country:	COLORADO
Postal Code:	80918
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Registration Number:	2386079	HIM HOSANNA! MUSIC
Registration Number:	2890595	HYMNS 4 WORSHIP
Registration Number:	2416422	INTEGRITY BOOKS

RECORDED: 11/04/2011
**TRADEMARK
 REEL: 004628 FRAME: 0960**

CH \$1065.00 1637424

**AFFIDAVIT OF KOURTNEY A. MULCAHY
IN SUPPORT OF NULLIFICATION OF ASSIGNMENT
AGAINST US REG. NO. 2890595 for TM: HYMNS 4 WORSHIP**

I, Kourtney A. Mulcahy, an attorney, state under penalty of perjury as provided by law pursuant to 28 U.S.C. §1746 as follows:

1. I am the attorney of record representing David C Cook Assignee in the Addendum to Assignment and Assumption of All Rights, Title, and Interest In Intellectual Property acquired from Integrity Media, Inc. (now known as Kona Bay Media, Inc. and Integrity Music, Inc. (now know as Kona Bay Music, Inc.) (the “Assignors”) and I have first hand knowledge of the facts set forth herein.

2. On November 01, 2011, Assignee submitted to the US Patent and Trademark Office for recording an Assignment of Intellectual Property Rights and attached Schedule A of trademark applications and registrations.

3. The Assignment submitted by Assignee was accepted and recorded by the US PTO Assignment Division on November 4, 2011 at Reel 4658/Frame 0136.

4. US Reg. No. 2890595, issued September 28, 2004 for TM: HYMNS 4 WORSHIP was included on Page 1 of the Assignment Schedule A for recording.

5. Prior to the recording of Assignment by Assignee, US Reg. No. 2890595 for TM: HYMNS 4 WORSHIP was a jointly owned trademark registration of Integrity Media, Inc. and Direct Holding Americas, Inc.

6. Assignor incorrectly assigned 100% ownership interest of Reg. No. 2890595 to David C Cook. Assignor was entitled to assign only its 50% ownership interest to David C Cook.

7. Direct Holdings Americas, Inc. did not grant Assignor the authority to assign its 50% ownership interest to David C Cook.

8. In light of the joint ownership of Reg. No. 2890595 by Integrity Media, Inc. and Direct Holdings Americas, Inc., Assignee, David C Cook respectfully requests that the Assignment document

recorded November 4, 2011 at Reel 4658/Frame 0136 be nullified with respect to Reg. No. 2890595 only.

FURTHER AFFIANT SAYETH NAUGHT

Dated: February 23, 2012

/s/ Kourtney Mulcahy
Kourtney A. Mulcahy