

04/02/2012



HEET
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To the Director of the U. S. P.

103642819

ched documents or the new address(es) below.

3/27/12

1. Name of conveying party(ies):

Integrity Media, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 19, 2006

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Thomas Nelson, Inc.

Internal Address: _____

Street Address: P. O. Box 141000

City: Nashville

State: Tennessee

Country: USA Zip: 37214-1000

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship Tennessee
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

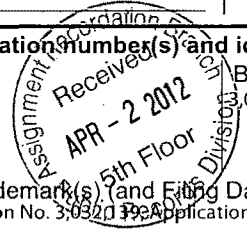
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

032,139

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) and Filing Date if Application or Registration Number is unknown):
THE YADA YADA PRAYER GROUP - Registration No. 3,032,139 Application No. 78/509,355



5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Edward D. Lanquist, Jr.

Internal Address: Waddey & Patterson, P.C.

Street Address: 1600 Division Street, Suite 500

City: Nashville

State: Tennessee Zip: 37203

Phone Number: 615-242-2400

Fax Number: 615-242-2221

Email Address: edl@iplawgroup.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/03/2012 MARTIN 00000015 3032139
Deposit Account Number 23-0035

01 FC:8521 40.00
Authorized User Name Waddey & Patterson, P.C.

9. Signature:

[Signature]
Signature

3/27/12
Date

Edward D. Lanquist, Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of September 19, 2006, by and among Thomas Nelson, Inc., a Tennessee corporation ("Buyer"), Integrity Publishers, Inc., a Delaware corporation (the "Seller"), and Integrity Media, Inc. a Delaware corporation and the sole shareholder of Seller ("Integrity"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article X.

WHEREAS, Seller holds all the assets and properties relating to, used or held for use in the Business (other than those assets held by Integrity to be licensed pursuant to the License Agreement), and holds no other assets or properties; and

WHEREAS, upon the terms and subject to the conditions set forth herein, Buyer desires to purchase or acquire from Seller, and Seller desires to sell, assign and transfer to Buyer, substantially all of those assets and properties free of all encumbrances as of the Closing Date.

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **PURCHASE AND SALE OF THE ASSETS**

1.01 Assets. Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, the Seller will sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will purchase and acquire from the Seller, all right, title and interest of the Seller in and to all of the Seller's properties, assets and rights of every nature, kind and description, owned, licensed, leased, tangible and intangible (including goodwill), wherever located and whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired, as the same may exist on the Closing Date (collectively, the "Assets"), other than the Excluded Assets. The Assets include, without limitation, all those items in the following categories that conform to the above definition of the term "Assets," other than, in each instance, those items that conform to the definition of Excluded Assets:

- (a) all tangible personal property;
- (b) all inventory, point-of-sale Inventory, goods, catalogs, brochures and similar marketing materials, raw materials, work in process, finished products, packaging, spare parts, replacement and component parts, film, plates, printing materials, artwork, manuscripts, and office and other supplies of the Business, including those held at any location controlled by the Seller or any of its Affiliates and those previously purchased and in transit to the Seller or any of its Affiliates at such locations (collectively, the "Included Inventories");
- (c) all Intellectual Property that Seller uses, has used or has the right to use in the Business, including without limitation the Intellectual Property listed on Schedule 1.01(c), goodwill associated therewith, licenses and sublicenses granted and obtained with respect

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

THOMAS NELSON, INC.

By: MSHatt
Name: Michael S. Hatt
Its: President & CEO

INTEGRITY PUBLISHERS, INC.

By: _____
Name: _____
Its: _____

INTEGRITY MEDIA, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

THOMAS NELSON, INC.

By: _____
Name: _____
Its: _____

INTEGRITY PUBLISHERS, INC.

By: Donald S. Ellington
Name: DONALD S. ELLINGTON
Its: SECRETARY/TREASURER

INTEGRITY MEDIA, INC.

By: P. Michael Coleman
Name: P. Michael Coleman
Its: President + CEO