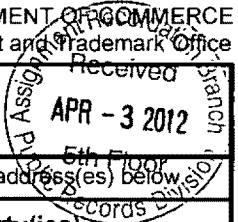


04/04/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103642972



4-3-12

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Integrity Media, Inc. (a Delaware corporation)
 INO Records, L.L.C. (a Tennessee limited liability company)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Integrity is a Delaware corporation
 Other INO Records is a Tennessee LLC

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Fair Trade Services, L.L.C.
 Internal
 Address: _____
 Street Address: 210 Jamestown Park, Suite 100
 City: Brentwood
 State: Tennessee
 Country: USA Zip: 37027

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship USA/Tennessee

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)

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

Execution Date(s) 3-5-12 / 5-27-11

Assignment Merger
 Security Agreement Change of Name
 Other _____

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)
 _____ 4089646; 3947061; 2714150

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Ino Records" (Word Mark) Registration No. 3947061; and, "INO Ino Records" (Words and design) Registration No. 4089646; and, INOTOF Registration No. 2714150

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

Name: Lannie J. Cates, Esq.
 Internal Address: _____

 Street Address: 1113 Murfreesboro Road, STE 106; NBR 416

 City: Franklin
 State: Tennessee Zip: 37064
 Phone Number: 615-472-1327
 Fax Number: 1-888-823-1706
 Email Address: lannie@cates-law.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$60.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

04/16/2012 AMULLINS 00000012 4089646

01 FC: 8521 40.00 OP
 02 FC: 8522 50.00 OP

Deposit Account Number _____
 Authorized User Name _____

9. Signature: _____ 3/30/12
 Signature Date

 Name of Person Signing Lannie J. Cates, Esq.

Total number of pages including cover sheet, attachments, and document: 9

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This Assignment of Servicemarks and Trademarks (the "Assignment of Marks"), is made and entered into as of the 27th day of May, 2011, by INO RECORDS, LLC, a Tennessee limited liability company ("Seller"), INTEGRITY MEDIA, INC., a Delaware corporation and 100% owner of Seller ("Member") (Seller and Member collectively referred to herein as "Assignor"), to FAIR TRADE SERVICES, L.L.C., a Tennessee limited liability company ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of May 20 11 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor those certain "Assets", as defined in Section 1.1 of the Purchase Agreement, including, without limitation, the registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names set forth on Schedule 2.17(a) of the Purchase Agreement (collectively, the "Marks"). This Assignment of Marks is contemplated by Section 1.7(a)(iv) of the Purchase Agreement.

Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks listed on *Schedule A* attached hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the consideration set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Marks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Marks will be governed by and construed in accordance with the laws of the state of Tennessee without giving effect to the principles of conflicts of laws thereof.

[Signature Pages Follow]

[Signature Page (1 of 2) of Assignment of Marks]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Marks as of the date first above written.

ASSIGNOR:

SELLER:

INO RECORDS, LLC

By: Donald S. Ellington
Name: Donald S. Ellington
Its: Secretary

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

Before me, Nancy C. Cuesta, a Notary Public in and for the County and State aforesaid, personally appeared Donald S. Ellington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath acknowledged that he is the Secretary of INO RECORDS, LLC, a Tennessee limited liability company, the within named bargainer, who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of INO RECORDS, LLC as its Secretary.

WITNESS my hand and seal, at office in Mobile, Alabama, this 27th day of May, 2011.

Nancy C. Cuesta
Notary Public



MEMBER:

INTEGRITY MEDIA, INC.

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

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

Before me, Nancy C. Cuesta, a Notary Public in and for the County and State aforesaid, personally appeared P. Michael Coleman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath acknowledged that he is the President of INTEGRITY MEDIA, INC., a Delaware corporation, the within named bargainer, who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of INTEGRITY MEDIA, INC. as its President.

WITNESS my hand and seal, at office in Mobile, Alabama, this 27th day of May, 2011.

Nancy C. Cuesta

Notary Public



SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark U.S. or Canadian Registration No. Registration Date

<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

Unregistered Servicemarks and Trademarks

[INSERT]

Pending Servicemark or Trademark Applications

Servicemark or Trademark Application Number Application Date

[INSERT]

Trade Names

1. Magnificat Music
2. INOTOF Music
3. INO Music
4. INO Records, LLC

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This Assignment of Servicemarks and Trademarks (the "Assignment of Marks"), is made and entered into as of the 5th day of March 2012, by **INO RECORDS, LLC**, a Tennessee limited liability company ("Seller"), **KONA BAY MEDIA, INC.**, a Delaware corporation (f/k/a Integrity Media, Inc.) and 100% owner of Seller ("Member") (Seller and Member collectively referred to herein as "Assignor"), to **FAIR TRADE SERVICES, L.L.C.**, a Tennessee limited liability company ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of May 27, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor those certain "Assets", as defined in Section 1.1 of the Asset Purchase Agreement, including, without limitation, the registered trademarks set forth on Schedule 2.17(a) of the Purchase Agreement (collectively, the "Marks"). This Assignment of Marks is contemplated by Section 1.7(a)(iv) of the Purchase Agreement.

Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks listed on Schedule A attached hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the consideration set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Marks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Marks will be governed by and construed in accordance with the laws of the state of Tennessee without giving effect to the principles of conflicts of laws thereof.

[Signature Pages Follow]

[Signature Page (1 of 2) of Assignment of Marks]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Marks as of the date first above written.

ASSIGNOR:
SELLER:

INO RECORDS, LLC

By: Donald S. Ellington
Name: Donald S. Ellington
Its: Secretary

STATE OF ALABAMA)
COUNTY OF MOBILE)

Before me, NANCY C. COSTA, a Notary Public in and for the County and State aforesaid, personally appeared Donald S. Ellington, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath acknowledged that he is the Secretary of INO RECORDS, LLC, a Tennessee limited liability company, the within named bargainor, who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of INO RECORDS, LLC as its Secretary.

WITNESS my hand and seal, at office in _____, this
5th day of MARCH, 2012.

Nancy C Costa
COMMISSION EXPIRES
3/6/12

[Signature Page 2 of 2 of Assignment of Marks]

MEMBER:

KONA BAY MEDIA, INC.

By: P. Michael Coleman

Name: P. Michael Coleman

Its: President

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, NANCY C CUESTA, a Notary Public in and for the County and State aforesaid, personally appeared P. Michael Coleman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath acknowledged that he is the President of KONA BAY MEDIA, INC., a Delaware corporation, the within named bargainor, who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of KONA BAY MEDIA, INC., as its President.

WITNESS my hand and seal, at office in Mobile this 5th day of March, 2012.

Notary Public

Nancy C Cuesta
COMMISSION EXPIRES
3/6/12

SCHEDULE A

Registered Servicemarks and Trademarks

Trademark Owner	Trademark	Jurisdiction	Registration Number	Registration Date
Integrity Media, Inc.	INO INO RECORDS	United States	4089646	January 24, 2012
Integrity Media, Inc.	INO RECORDS	United States	3947061	April 19, 2011