

09/30/2013



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

RECORDATION
TRADEMARKS ONLY

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):

Berean Christian Stores Endeavor, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California, USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 23, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: (SEE ATTACHED FOR FULL NAME OF LIFEWAY)

Street Address: One LifeWay Plaza, MSN 187

City: Nashville

State: TN

Country: USA Zip: 37234-0187

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Tennessee, USA
- Other _____ 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) _____ Text

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? Yes No

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

SEE ATTACHED

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: TN Zip: 37203

Phone Number: 615-242-2400

Docket Number: 010557 / 010558

Email Address: edl@iplawgroup.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 23-0035

Authorized User Name: WADDEY & PATTERSON, P.C.

9. Signature:

Signature

Edward D. Lanquist, Jr.

Name of Person Signing

September 24, 2013

Date

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

4

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

TRADEMARK
REEL: 005124 FRAME: 0893

RECORDATION FORM COVER SHEET - TRADEMARKS ONLY

PAGE 2 for TRADEMARKS ASSIGNMENTS

REGISTRATION NO. 1,020,732

and

REGISTRATION NO. 4,118,001

2. Name and Address of receiving party:

LifeWay Christian Resources of the Southern Baptist Convention
One LifeWay Plaza, MSN 187
Nashville, TN 37234-0187 USA

A Corporation organized in Tennessee

4. Application Numbers / Registration Numbers / Identification of the Trademarks:

Registration No. 1,020,732 – “BEREAN”

Trademark Registration No. 1,020,732, Application No.73/015,488, for the mark “BEREAN” filed March 11, 1974 and with a Registration Date of September 16, 1975.

Registration No. 4,118,001 – “BEREAN CHRISTIAN STORES THE WORLD”

Trademark Registration No. 4,118,001, Application No. 85/371,844, for the mark “BEREAN CHRISTIAN STORES THE WORLD” filed July 14, 2011 and with a Registration Date of March 27, 2012.

**ASSIGNMENT OF ALL COPYRIGHTS, TRADEMARKS AND
ANY AND ALL OTHER INTELLECTUAL PROPERTY**

Berean Christian Stores Endeavor, LLC, a California limited liability company, as "Assignor" hereunder, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby irrevocably transfers and assigns to LifeWay Christian Resources of the Southern Baptist Convention, a Tennessee nonprofit corporation ("Assignee"), all of its worldwide rights, title and interests, whether legal, equitable or otherwise, whether based on registration or otherwise or based on statutory or common law, in and to each of the following "Intellectual Property Interests"—

(i) all copyrights, copyright registrations and any and all copyright interests of every kind and nature, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force,

(ii) all trademarks, service marks, trade dress, trademark applications, trademark registrations, and trademark interests of every kind and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force, together with the business and goodwill of the business symbolized and/or associated with such marks (such assignment is a part of and subject to the assignment of all of Assignor's goodwill associated with such marks, and not an "assignment in gross"),

(iii) any and all proprietary and/or confidential information or trade secrets,
and

(iv) any and all other ideas, processes, codes, or any portion thereof, which may or may not be patentable, and any patent, patent filing or application pertaining thereto, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force—

relating to the items listed in Schedule A below, such rights and interests hereinafter collectively referred to as the "Intellectual Property Interests".

Assignor further irrevocably transfers and assigns to Assignee, in addition to the aforesaid Intellectual Property Interests, any and all causes of action heretofore accrued in the Assignor's favor (without any duty to share any litigation proceeds with Assignor) for infringement of such Intellectual Property Interests, which are owned, possessed and controlled by Assignor (whether solely or in part), throughout the United States, its territories and possessions, and in all such other countries, if any, throughout the world wherein Assignor owns, possesses or controls the rights being transferred herein, to the full extent of such rights, and the Assignor retains no rights in any of the Intellectual Property Interests whatsoever.

Notwithstanding the forgoing, the Excluded Assets are specifically excluded from this transfer. The terms of the Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

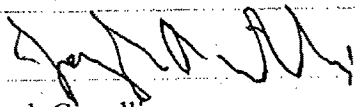
Assignor warrants that it has the legal right to grant Assignee the assignment set forth herein and that such assignment does not infringe any third parties' rights.

Assignor agrees to execute any additional documentation, as required, to confirm this Assignment with any registration agencies.

A facsimile or electronically transmitted copy hereof shall be deemed an original.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Copyrights, Trademarks and Any and All Other Intellectual Property as of the day and year written below.

ASSIGNOR:

Berean Christian Stores Endeavor, LLC	
By:	
Name:	Joseph Gimelli
Title:	Managing Member
Date:	September 23, 2013

Schedule A

All versions of the following:

Berean, USPTO Reg. No. 1020732
Berean Christian Stores the World, USPTO Reg. No. 4118001

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