

01/22/2014



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

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/31)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

01/22/14

#### 1. Name of conveying party(ies):

STUDENT LIFE, INC.

- Individual(s)
- Partnership
- Corporation- State: Alabama, USA
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 20, 2012

- 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

Street Address: SEE ATTACHED

City: SEE ATTACHED

State: SEE ATTACHED

Country: SEE ATTACHED Zip: SEE ATTACHED

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship SEE ATTACHED
- 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 \_\_\_\_\_

B. Trademark Registration No.(s)

2,896,797

Additional sheet(s) attached?  Yes  No

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

Registration No. 2,896,797 - Registration Date: Oct. 26, 2004 - Application No. 76/525,534 - "ALL THINGS TO ALL PEOPLE"

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

Name: Edward D. Lanquist, Jr.

Internal Address: WADDEY PATTERSON

Street Address: 1600 Division Street, Suite 500

City: Nashville

State: TN Zip: 37203

Phone Number: 615-242-2400

Docket Number: 009167

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

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

01/23/2014 KNGUYEN1 0000022 2896797

Deposit Account Number 23-0035 40.00 00

Authorized User Name WADDEY PATTERSON, P.C.

#### 9. Signature:

Signature

1/16/14  
Date

Edward D. Lanquist, Jr.

Name of Person Signing

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

18

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: 005195 FRAME: 0601

**PAGE 2**  
**RECORDATION FORM COVER SHEET – TRADEMARKS ONLY**  
**Item 2. Name and address of receiving party(ies)**

**(Re: Assignment of STUDENT LIFE, INC. to LIFEWAY CHRISTIAN RESOURCES OF THE SOUTHERN BAPTIST CONVENTION)**

**2. Name and address of receiving party(ies)**

**Name:**

LifeWay Christian Resources of the Southern Baptist Convention

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**Street Address:**

One LifeWay Plaza, MSN 187

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**City:**  
Nashville

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**State:**  
Tennessee

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**Zip:**  
37234

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**Country:**  
USA

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**Entity:**  
X Corporation

**Citizenship**  
Tennessee USA

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

The entities listed in the Schedule of Seller Entities, attached hereto and made a part hereof, 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" particularly relating to the items listed in Schedule A, below—

(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.

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), including, without limitation, the Intellectual Property Interests in the items listed in Schedule A, 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.

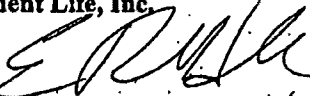
Assignor warrants that it has the legal right to grant Assignee the assignment set forth herein and that such assignment does not infringe any third parties' rights.

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

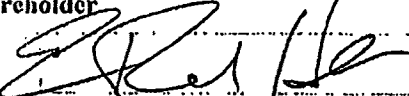
IN WITNESS WHEREOF, the Assignor has executed this Assignment of Copyrights, Trademarks and Any and All Other Intellectual Property as of the day and year written below.

**SELLER ENTITIES:**


Student Life, Inc.

By:   
Name: E. Randy Hall  
Title: CEO


Shareholder

By:   
Name: E. Randy Hall  
Title: Individually and as Sole Shareholder


S L Resources, Inc.

By:   
Name: E. Randy Hall  
Title: PRESIDENT

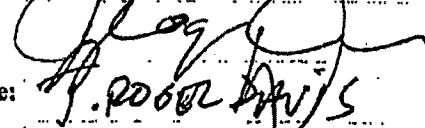
Majority Shareholder

By:   
Name: E. Randy Hall  
Title: Individually and as Majority Shareholder


Minority Shareholder  
~~S L Resources, Inc.~~

By:   
Name: Earl Johnson  
Title: Individually and as Minority Shareholder of SL Resources, Inc. Y

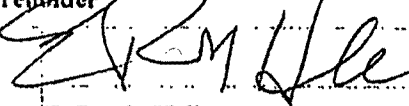
Minority Shareholder

By:   
Name: J. Robert Davis  
Title: Individually and as Minority Shareholder of SL Resources, Inc.

Echo 2820, Inc.

By:   
Name: E. Randy Hall  
Title: PRESIDENT

Shareholder

By:   
Name: E. Randy Hall  
Title: Individually and as Sole Shareholder

**SCHEDULE A**

All versions of the Intellectual Property Assets as listed in Schedule 2.1 of the Asset Purchase and Sale Agreement, executed between Assignor and Assignee, a copy of which Schedule is attached hereto and incorporated herein.

**SCHEDULE  
SELLER ENTITIES**

<b>Corporate Name</b>	<b>State of Inc.</b>	<b>Principal Place of Operations</b>	<b>Principal Shareholder</b>	<b>% Owned</b>	<b>Minority Shareholder</b>	<b>% Owned</b>
Student Life, Inc.	Alabama	Birmingham	E. Randy Hall	100	N/A	N/A
S L Resources, Inc.	Alabama	Birmingham	E. Randy Hall	70		30
Echo 2820, Inc.	Alabama	Birmingham	E. Randy Hall	100	N/A	N/A

## ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (the "Agreement") is made and entered into as of June 20, 2012, to be effective as of June 20, 2012 (the "Effective Date"), by and among LifeWay Christian Resources of the Southern Baptist Convention, a Tennessee nonprofit corporation ("Purchaser" or "LifeWay"), and the entities listed in the Schedule of Seller Entities ("Seller"), and E. Randy Hall as the principal shareholder of Seller and Roger Davis and Earl Roberson as the minority shareholders of SL Resources, Inc. (each of the shareholders hereinafter collectively referred to in the singular as the "Shareholder").

### WITNESSETH:

WHEREAS, Seller is engaged in developing and providing Christian camps, conferences, events and other programs, ministries and related resources to and for students, adults and kids under the trade name "Student Life" (Seller's "Enterprise");

WHEREAS, Shareholder owns approximately the stated percentage of the issued and outstanding capital stock of each of the Seller Entities as listed in the Schedule of Seller Entities;

WHEREAS, Seller and Shareholder own certain assets used in or related to the operation of the Enterprise;

WHEREAS, the parties desire to enter into an agreement whereby Seller will transfer to Purchaser, and Purchaser will acquire from Seller, certain of the Assets (as hereinafter defined) in exchange for the consideration and upon the terms and subject to the conditions as hereinafter provided;

WHEREAS, the purchase effected herein will enable Purchaser to help fulfill the ministry assignments given to Purchaser by the Southern Baptist Convention; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth their mutual understandings and agreements with respect to the foregoing;

NOW, THEREFORE, in consideration of these recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### ARTICLE 1 - DEFINITIONS

For purposes of this Agreement, each of the following terms, when capitalized in this Agreement, has the meaning as set forth in this Article (which may refer to another section of this Agreement), such that the term—

"Agreement" has the meaning set forth in the opening paragraph.

“Assets” has the meaning set forth in Section 2.1.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Balance of the Purchase Price” has the meaning set forth in Schedule 3.1.

“Closing” has the meaning set forth in Section 4.1.

“Closing Balance Sheet” has the meaning set forth in Schedule 3.1(E)(ii).

“Closing Date” has the meaning set forth in Section 4.1.

“Closing Payment” has the meaning set forth in Schedule 3.1.

“Confidentiality Agreement” has the meaning set forth in Section 7.5.

“Contract” has the meaning set forth in Section 5.17.

“Deliverables” has the meaning set forth in Section 5.21.

“Due Diligence Items” has the meaning set forth in Section 8.1(h).

“Effective Date” has the meaning set forth in the opening paragraph.

“Enterprise” has the meaning set forth in the Recitals.

“Enterprise Agreement” has the meaning set forth in Section 5.17.

“Escrow Agent” has the meaning set forth in Schedule 3.1.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Financial Statements” has the meaning set forth in Section 5.12.

“Indemnified Party” has the meaning set forth in Section 9.4.

“Indemnifying Party” has the meaning set forth in Section 9.4.

“Intellectual Property Assets” has the meaning set forth in Section 2.1(c)(1).

“Inventory” has the meaning set forth in Section 2.1(b).

“Investigation” refers to Purchaser’s due diligence and has the meaning set forth in Section 8.1(h).

“Marks” relates to trade names or trademarks and has the meaning set forth in Section 7.7.

“Physical Inventory Date” has the meaning set forth in Section 5.23.

“Premises” has the meaning set forth in Section 5.22.

“Pro Forma Closing Balance Sheet” has the meaning set forth in Schedule 3.1.

“Purchase Price” has the meaning set forth in Section 3.1.

“Purchase Price Advance Payment” has the meaning set forth in Schedule 3.1.

“Purchaser” has the meaning set forth in the opening paragraph.

“Retained Liabilities” has the meaning set forth in Section 2.4.

“Seller” has the meaning set forth in the opening paragraph.

“Seller Websites” has the meaning set forth in Section 5.19.

“Shareholder” has the meaning set forth in the opening paragraph.

“Statement” has the meaning set forth in Schedule 3.1.

“Vetted Closing Balance Sheet” has the meaning set forth in Schedule 3.1(E)(iii).

## **ARTICLE 2 - PURCHASE AND SALE OF ASSETS**

2.1 **Purchase of Assets.** At Closing (as hereinafter defined), Purchaser shall, subject to the terms and conditions of this Agreement, purchase and acquire from Seller, and Seller shall irrevocably sell, assign, transfer, convey and deliver to Purchaser, free and clear of any liens or encumbrances, of every kind and description, all of Seller’s worldwide rights, title and interests in and to and possession of Seller’s assets, wherever located, that are owned, leased and/or licensed by Seller and/or used in or relate, directly or indirectly, to the operation of Seller’s Enterprise and which are set forth herein below (collectively, the “Assets”) other than the “Excluded Assets” (defined below). Subject to the exclusion of any Excluded Assets, the Assets shall include, but not be limited to, the following assets:

(a) **Fixed Assets.** All of Seller’s fixed assets, including—

(1) **Real Property.** Seller’s real property including land, improvements and fixtures; and

(2) **Tangible Personal Property.** Seller’s tangible personal property including motor vehicles, furniture, office equipment, computers and computer



related technology equipment, and machinery, and tangible marketing and advertising materials.

(b) **Inventory.** All Saleable Inventory as is set forth in Schedule 2.1, including all inventory in transit or on order and not yet delivered, including raw materials, works in progress and finished goods, and other property held for sale to customers in the ordinary course of Seller's Enterprise, and all packaging relating thereto.

(c) **Intangible Property.** The following intangible property:

(1) **Intellectual Property Assets.** The following Assets shall be referred to specifically and collectively as the "Intellectual Property Assets"—some of which may be specifically itemized in Schedule 2.1:

(A) **Product Related.** All patents, copyrights, trademarks, service marks, trade names, trade dress, inventions, names, logos, insignias, designs, artwork, photos, videos, text, scripts, music, songs, compilations, paintings, sculptures, blueprints, drawings, computer programs and software or other works, brands and products, whether registered or otherwise, published or unpublished, that are capable of being protected as intellectual property under state, federal or international law, and all applications therefor, and registrations and renewals thereof, together with all translations, adaptations, derivations, earlier and other versions and upgrades and combinations thereof, and all goodwill associated therewith, and, also associated therewith or independent thereof, all domain names, URLs, source codes, object codes, methodologies, design and code documentation, processes, scripts, algorithms, user interfaces, HTML versions, quality control data, processes, concepts, techniques, methods, ideas, flow charts, coding sheets, notes, technical information, data, prototypes, process technology, plans, design information, product information, production reports, research and development reports, technology, formulae, routines, engineering specifications, technical manuals, engineering work papers, and notes, and all of the text, literary content, design features, graphics and inventions contained therein or associated therewith—all in any stage of development, including, without limitation, development work-in-process, completed masters, and all modifications and enhancements thereto and derivations thereof, and causes of action against others applicable thereto, whether initiated, manufactured, licensed, published, distributed, abandoned, authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Seller or any of its employees, agents or contractors and any other products or services in which the Seller has any proprietary rights or beneficial interest and other proprietary information and materials of any

kind derived therefrom or relating thereto, and other intellectual property rights (if any) of Seller therein; and

(B) **Enterprise Related.** All methodologies, processes, concepts, techniques, methods, ideas, flow charts, designs, drawings, notes, technical information, data, technology, plans, formulae, routines, specifications, technical manuals, work papers, compilations, programs, material, policies, procedures, market studies, consultant reports, customer lists and customer information, telephone numbers, files, documentation, know-how, trade secrets, confidential information, financial and sales information, pricing lists, copies of employment records, business and marketing plans, promotional materials, supplier lists, accounting systems, automation systems, owned or licensed proprietary software, data compilations, and all other information or materials relating to the Enterprise, exclusively used by Seller in the conduct of the Enterprise, or developed by Seller exclusively for use in the Enterprise, and any software and license agreements in each case owned, used or licensed, as licensee or licensor, by the Seller in connection with the Enterprise, all pertaining to the Enterprise, including without limitation the areas of software and Product development, manufacturing, marketing, advertising and personnel training and recruitment, together with all other intellectual property rights used in connection with the Enterprise—

and, in the case of both product related and enterprise related intellectual property assets, including the right to sue and recover for any and all past infringements of the assigned intellectual property without any duty to share litigation proceeds with the Seller.

(2) **Internet Related.** All domain names, URLs and websites relating to the Enterprise, including the applications, registrations, transfers and renewals pertaining thereto and the content provided therein;

(3) **Advertising and Promotional Materials.** All intangible advertising and promotional materials relating to the Enterprise and the Assets, including scripts, PowerPoint and other electronic and multimedia presentations, videotapes, tape archives, DVDs, other digital media and other recordings of or in preparation for any seminars or presentations conducted or prepared by Seller;

(4) **Accounts Receivable, Deposits and Credits.** All bank and other accounts, accounts receivable, credit card receivables, revenue, pre-paid expenses, deposits and credits of Seller;

(5) **Leases.** All of Seller's rights under leases of real and personal property;

(6) **Licenses and Permits.** All of Seller's transferable permits, licenses, franchises, and other governmental approvals required to operate the Enterprise or maintain the Assets;

(7) **Books and Records.** All books and records of Seller reasonably necessary for the operation of the Enterprise or the maintenance of the Assets, including all originals and copies of agreements, instruments, documents, deeds, books, records, files and other data and information within the possession of the Seller, any Shareholder or any Affiliate of the Seller pertaining to the Seller, the Assets and the Enterprise, including all original Customer license agreements, all other customer agreements, invoices and correspondence;

(8) **Technology Materials.** All Information Technology systems, software, and customer and subscriber and vendor lists, catalogs, research material, technical information, technology, and specifications utilized by, or relating to, the Enterprise currently resident on Seller's computer servers, and on servers elsewhere situated, whether hosted by Seller or otherwise, such items to be moved to Purchaser's computer servers as soon as practicable after Closing;

(9) **Contracts.** All contracts, and rights thereunder, entered into in connection with the Enterprise, including, without limitation, the contracts to be assigned and assumed pursuant to the Assignment and Assumption Agreement to be executed in connection herewith and non-competition agreements; and

(10) **Claims.** All claims, rights, credits, prepayments, causes of action, counterclaims, setoffs, rights of recovery and defenses that Seller may have with respect to the Enterprise, including but not limited to any assumed liabilities or contracts and any insurance benefits applicable to the Assets or the Enterprise, whether known or unknown, choate or inchoate, contingent or non-contingent.

(d) **Goodwill and Going Concern Value.** All of the goodwill and going concern value of the Enterprise.

(e) **Personal Goodwill and Related Assets.** All customer lists, databases and personal goodwill of the Shareholder, with such to be protected by a Non-Competition and Confidentiality Agreement in substantially the form attached hereto as an Exhibit.

(f) **Other.** All other assets of Seller, other than the Excluded Assets (as defined below) used or useful in connection with the operation of the Seller's Enterprise as of the Closing Date.

2.2 **Excluded Assets.** Seller and/or Shareholder shall retain all right, title, and interest in and to all property, whether real, personal, or intangible, now or hereafter owned by Seller and/or Shareholder (the "Excluded Assets") as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**PURCHASER:**

**LifeWay Christian Resources of the Southern Baptist Convention**

By:

Name: Thom Rainer

Title: President

**SELLER ENTITIES:**

**Student Life, Inc.**

By:

Name: E. Randy Hall

Title: CEO

**Shareholder**

By:

Name: E. Randy Hall

Title: Individually and as Sole Shareholder

**S L Resources, Inc.**

By:

Name: E. Randy Hall

Title: CEO

**Majority Shareholder**

By:

Name: E. Randy Hall

Title: Individually and as Majority Shareholder

**S L Resources, Inc.**

**Minority Shareholder**

By:

Name: Earl Roberson

Title: Individually and as Minority

**S L Resources, Inc.**

Shareholder

Minority Shareholder

By: 

Name: Roger Davis

Title: Individually and as Minority Shareholder

**Echo 2820, Inc.**

Shareholder

By: 

By: 

Name: E. Randy Hall

Name: E. Randy Hall

Title: CEO.

Title: Individually and as Sole Shareholder

**SCHEDULE  
SELLER ENTITIES**

<b>Corporate Name</b>	<b>State of Inc.</b>	<b>Principal Place of Operations</b>	<b>Principal Shareholder</b>	<b>% Owned</b>	<b>Minority Shareholder</b>	<b>% Owned</b>
Student Life, Inc.	Alabama	Birmingham	E. Randy Hall	100	N/A	N/A
S L Resources, Inc.	Alabama	Birmingham	E. Randy Hall	80	Roger Davis	10
					Earl Roberson	10
Echo 2820, Inc.	Alabama	Birmingham	E. Randy Hall	100	N/A	N/A

**SCHEDULE 2.1**  
**SPECIFIC ASSETS ACQUIRED**

**List of Fixed Assets**

(A list of Fixed Assets shall be attached hereto and made a part hereof.)

**List of Deliverables**

Name	Nature of Product/Service
Student Life	Events and resources
Student Life @ the Beach	Summer Events
Student Life For Kids Camp	Summer Events
Student Life Mission Camp	Summer Events
Student Life Original	Summer Events
Student Life Urban Serve	Summer Events
Student Life Conference	Spring Events
Refuge	Fall Events
Student Life Ski	Winter Events
SL Nation / Student Life Nation	E-newsletter
SL Live	Live broadcast stream
MORF	Magazines
SL4K Weekly	E-newsletter
Student Life Store	Resources
All Things to All People	Resources (pending acknowledgement from NavPress)
Helping People Know Christ Through His Word	Resources (pending acknowledgement from NavPress)

**List of Inventory**

(A list of Inventory shall be attached hereto and made a part hereof.)

**List of Intellectual Property Assets**

Item:	State Whether Owned by or Licensed to Seller	Nature of Intellectual Property Interests:
The name "Student Life"	Owned	Trademark and Internet domain name relating to name of organization
Each of the Deliverables listed	Owned	Trademarks, copyrights and

above		patents relating to all versions of the Products
The websites listed in Schedule 5.19	Owned	Graphics, text and other contents of website as well as the domain and domain name
All Video Productions	Owned	All digital and other versions of and all trademarks, copyrights and patents relating to all versions of the video products
All Audio Productions	Owned	All digital and other versions of and all trademarks, copyrights and patents relating to all versions of the audio products
Helping Teenagers Know Christ through His Word	Owned	Trademark (to be delivered at the Closing)
Center Stage	Owned	Trademark

**List of Significant Contracts**

<b>Contract Date</b>	<b>Contract Party</b>	<b>Subject Matter</b>
Various	Various	All contracts listed in Schedule 5.17
Various	Various	All employment and work for hire agreements executed with all parties
Various	Various	All non-compete agreements
Various	Various	All non-disclosure and confidentiality agreements
Various	Various	All product related licenses with all customers/clients/patrons of Seller
Various	Various	All Internet website linking agreements referenced in Schedule 5.19
Various	Various	All product development agreements
Various	Various	All agreements assigning to Student Life any and all intellectual property rights in any intellectual property



**SCHEDULE 10.2**  
**ADDRESSES FOR NOTICE**

If to Seller: MRH, Inc.  
c/o E. Randy Hall  
P.O. Box 67  
Orange Beach, AL 36561

If to Shareholder(s): E. Randy Hall  
P.O. Box 67  
Orange Beach, AL 36561

Earl Roberson  
1405 Brock's Trace  
Birmingham, AL 35244

Roger Davis  
7016 Eagle Point Trail  
Birmingham, AL 35242

If to Purchaser: LifeWay Christian Resources  
Attention: President  
One LifeWay Plaza  
Nashville, TN 37234  
Telephone: (615) 251-2260  
Facsimile: (615) 251-3727

with a copy to: LifeWay Christian Resources  
Attention: Director of Legal Services  
MSN 187  
One LifeWay Plaza  
Nashville, TN 37234  
Telephone: (615) 251-3857  
Facsimile: (615) 251-3727

**SCHEDULE**  
**ATTACHMENTS AND EXHIBITS INCLUDED WITH THIS AGREEMENT**

**ATTACHMENTS**

- Schedule 2.1 Attachment – List of Fixed Assets
- Schedule 2.1 Attachment – List of Inventory
- Schedule 3.1 Attachment – Cash at Closing worksheet
- Schedule 3.1 Attachment – the Statement
- Schedule 3.1 Attachment – Closing Balance Sheet, as listed in Schedule 3.1(E), along with schedules of the components of each of the stated categories of assets and liabilities and the individual and cumulative values thereof.
- Schedule 3.1 Attachment – Vetted Closing Balance Sheet
- Schedule 3.1 Attachment – Reconciliations
- Schedule 3.1 Attachment – Dispute Notice, if any

**EXHIBITS**

- Bill of Sale
- Assignment & Assumption Agreement
- Certificate of Secretaries of Seller Entities
  - Consents of Shareholders
  - Consents of Directors
- Certificate of Presidents of Seller Entities
- Assignment of Copyrights, Trademarks and Other Intellectual Property
- Opinion of Seller's Counsel
- Certificate of Secretary of LifeWay
- Non-Competition and Confidentiality Agreements for Principals
- Employment Agreements for Roger Davis and Earl Roberson
  
- Any Non-Compete Agreements in Effect with Key Persons Prior to Closing
- Seller's Financial Statements
- Certificate of Existence for Each of the Seller Entities
- Copies of Lien, Judgment and Bankruptcy Search Results