

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Student Life		09/01/2010	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Lifeway Christian Resources of the Southern Baptist Convention		
Street Address:	One Lifeway Plaza		
Internal Address:	MSN 187		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37234		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4282355	MORF	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	edl@iplawgroup.com		
Correspondent Name:	Edward D. Lanquist, Jr.		
Address Line 1:	1600 Division Street		
Address Line 2:	500		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Edward D Lanquist, Jr.		
SIGNATURE:	/Edward D Lanquist, Jr./		
DATE SIGNED:	11/28/2017		
Total Attachments: 33			
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The following papers were received in the U.S. Patent and Trademark Office
ASSIGNMENT RECORDATION BRANCH

Applicant: LifeWay Christian Resources of the Southern Baptist Convention
Atty. Docket #: 009169
Mark: **ALL THINGS TO ALL PEOPLE**

1. Letter to Director of the USPTO re order of chain of title assignments including
 - a. EXHIBITS A-D (PTO online records of #1-#4 Recorded Assignments)
2. Return Postcard

Edward D. Lanquist, jr.

Date Mailed: November 6, 2013

November 6, 2013

MAIL STOP ASSIGNMENT RECORDATION BRANCH
Director of the USPTO
P. O. Box 1450
Alexandria, VA 22313-1450

**RE: U.S. TRADEMARK REGISTRATION NO. 2,896,797 FOR "ALL
THINGS TO ALL PEOPLE"
ATTORNEY DOCKET NO.: 009169**

Dear Sir or Madame :

The chain of title for the above-captioned Registration No. 2,896,797 for "ALL THINGS TO ALL PEOPLE" should show the title going (1) from Student Life, Inc. to The Navigators, (2) from The Navigators back to Student Life, Inc., and (3) from Student Life, Inc. to purchaser LifeWay Christian Resources of the Southern Baptist Convention.

Attached is a copy of the four Assignments which have been recorded with the U.S. Patent and Trademark Office in the above-captioned Registration No. 2,896,797 for "ALL THINGS TO ALL PEOPLE." As you can see by the recordation dates, the Chain of Title Assignments were incorrectly sequentially recorded by the U.S. Patent and Trademark Office as follows (with the chain of title showing that it erroneously end-resides in Student Life, Inc.):

- (1) **Student Life, Inc. to The Navigators** (RECORDATION DATE: 12/8/10);
- (2) **Student Life, Inc. to LifeWay Christian Resources of the Southern Baptist Convention** (RECORDATION DATE: 2/4/13);
- (3) **The Navigators to Student Life, Inc.** (RECORDATION DATE: 1/31/13);
- (4) **The Navigators to Student Life, Inc.** (RECORDATION DATE: 2/4/13);

Please review this chain of title and the recordation dates as the chain of title should end-reside in Purchaser, LifeWay Christian Resources of the Southern Baptist Convention as follows (note that two different recordations from The Navigators to Student Life, Inc. represent the two recordations made on behalf of the Seller and on behalf of the Purchaser within 4 days of each other):

- (1) **Student Life, Inc. to The Navigators** (RECORDATION DATE: 12/8/10);
- (2) **The Navigators to Student Life, Inc.** (RECORDATION DATE: 1/31/13);
- (3) **The Navigators to Student Life, Inc.** (RECORDATION DATE: 2/4/13);
- (4) **Student Life, Inc. to LifeWay Christian Resources of the Southern Baptist Convention** (RECORDATION DATE: 2/4/13);



MAIL STOP ASSIGNMENT RECORDATION BRANCH
Director of the USPTO
NOVEMBER 6, 2013
PAGE 2

Accordingly, please correct the sequence of these recordations as above to show the chain of title end resides in LifeWay Christian Resources of the Southern Baptist Convention.

Thank you so much for your assistance.

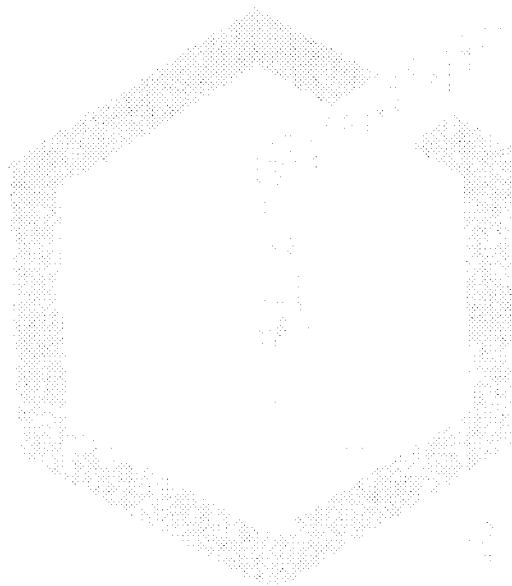
Very truly yours,

WADDEY PATTERSON



Edward D. Lanquist, Jr.
edl@iplawgroup.com

EDL/jb
Enclosures



1600 Division Street Suite 500 Nashville, TN 37203 iplawgroup.com 615.242.2400

TRADEMARK
REEL: 006220 FRAME: 0407

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

Recorded
12/5/10

① of ④
Student Life
to
The Navigators
Recorded
12/5/10

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Student Life, Inc.		09/01/2010	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	The Navigators
Street Address:	3820 North 30th Street
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80904
Entity Type:	Nonprofit corporation; COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77445112	JUST LIKE CHRIST
Serial Number:	77431741	31 VERSES EVERY TEENAGER SHOULD KNOW
Serial Number:	77590435	FLIP
Registration Number:	3636709	31 VERSES EVERY TEENAGER SHOULD KNOW
Registration Number:	2896797	ALL THINGS TO ALL PEOPLE
Registration Number:	2997273	LOVE GOD. LOVE PEOPLE
Registration Number:	2930799	LGLP
Registration Number:	3122911	HELPING PEOPLE KNOW CHRIST THROUGH HIS WORD

CORRESPONDENCE DATA

Fax Number: (719)633-1518
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 719-473-3800
 Email: jill.chalmers@hro.com
 Correspondent Name: Jill J. Chalmers
 Address Line 1: 90 South Cascade Avenue, Suite 1300

900178254

TRADEMARK
REEL: 004428 FRAME: 0262

TRADEMARK
REEL: 006220 FRAME: 0408

OP \$215.00 77445112

Address Line 2: Holme Roberts & Owen LLP
Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER: 13728-01100

NAME OF SUBMITTER: Jill J. Chalmers

Signature: /jill j. chalmers/

Date: 12/08/2010

Total Attachments: 4
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TRADEMARK
REEL: 004428 FRAME: 0263

TRADEMARK
REEL: 006220 FRAME: 0409

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of September 1, 2010, is by and among The Navigators, a Colorado nonprofit corporation ("Purchaser"), Clarity Publishers, Inc., an Alabama corporation ("Clarity"), and Student Life, Inc., an Alabama corporation ("Student Life").

WHEREAS, Purchaser, Clarity, Student Life and certain other parties are parties to an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement");

WHEREAS, Clarity is the sole and exclusive owner of the United States trademark registrations for the following trademarks (the "Clarity Trademarks") and further is the sole and exclusive owner of all goodwill related therewith:

<u>Trademark</u>	<u>Registration Number</u>
Student Life Bible Study	3737320
Life Bible Study	3486923

WHEREAS, Student Life is the sole and exclusive owner of the United States trademark applications and registrations for the following trademarks (the "Student Life Trademarks") and further is the sole and exclusive owner of all goodwill related therewith:

<u>Trademark</u>	<u>Registration or Application Number</u>
Just Like Christ	77/445112
31 Verses Every Teenager Should Know	77/431741
31 Verses Every Teenager Should Know	3636709
All Things to All People	2896797
Love God. Love People.	2997273
LGLP	2930799
Helping People Know Christ Through His Word	3122911
FLIP	77/590435

WHEREAS, Purchaser is desirous of acquiring all right, title and interest in the Clarity Trademarks and the Student Life Trademarks (collectively, the "Trademarks") and the goodwill related therewith.

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


1. Assignment. Clarity and Student Life hereby transfer and assign to Purchaser all right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks, all registrations and applications therefor, all renewals therefor, all proceeds therefor and the right to sue for past, present and future infringements.

2. Miscellaneous. Each party hereto agrees, upon the reasonable request of the other party hereto, to make, execute, and deliver any other documents or instruments of any kind or character, and to perform any other acts as may be reasonably necessary or desirable to properly carry out the terms and provisions of this Assignment. This Assignment shall be construed and interpreted according to the internal substantive laws of the state of Colorado, excluding any choice of law rules that may direct the application of the laws of another state. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be amended only in a writing signed by the parties to this Assignment. All of the terms and provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have executed (or caused to be executed) this Trademark Assignment as of the date first above written.

THE NAVIGATORS, a Colorado nonprofit corporation

By: 

Name: Michael Miller

Title: President/Executive Publisher of NavPress

CLARITY PUBLISHERS, INC., an Alabama corporation

By: _____

Name:

Title:

STUDENT LIFE, INC., an Alabama corporation

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

TRADEMARK
TRADEMARK
REEL: 004428 FRAME: 0266
REEL: 006220 FRAME: 0412

IN WITNESS WHEREOF, the undersigned have executed (or caused to be executed) this Trademark Assignment as of the date first above written.


THE NAVIGATORS, a Colorado nonprofit corporation

By: _____

Name: Michael Miller

Title: President/Executive Publisher of NavPress

CLARITY PUBLISHERS, INC., an Alabama corporation

By: 

Name: E. Randy Hall

Title: PRESIDENT

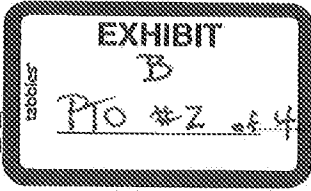
STUDENT LIFE, INC., an Alabama corporation

By: 

Name: E. Randy Hall

Title: PRESIDENT

[Signature Page to Trademark Assignment]



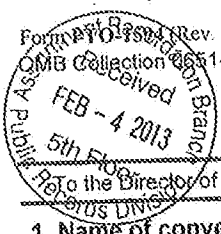
02/04/2013

U.S. DEPARTMENT of Commerce United States Patent and Trademark Office



103654835

ET



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):

STUDENT LIFE, INC.

- Individual(s)
- Partnership
- Corporation- State: Alabama, USA
- Other

Citizenship (see guidelines) Alabama, USA

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)

Handwritten note: 2 of 4 STUDENT LIFE TO PTO RECORDED 2/4/13

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)

3,122,911
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. 3,122,911 - Application Serial No. 78/558,577 - HELPING PEOPLE KNOW CHRIST THROUGH HIS WORD
Registration No. 2,896,797 - Application Serial 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 P.C.

Street Address: 1600 Division Street, Suite 500

City: Nashville

State: Tennessee, USA Zip: 37203

Phone Number: 615-242-2400

Docket Number: 009167

Email Address: edi@iplawgroup.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/05/2013 KNGUYEN1 00000023 3122911
Deposit Account Number 23-0035 40.00 DP
Authorized User Name Waddey & Patterson, P.C. 25.00 UP

9. Signature:

Signature
Edward D. Lanquist, Jr.

Date
Jan 30, 2013

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: 006220 FRAME: 0414

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

Street Address:

One LifeWay Plaza, MSN 187

City:

Nashville

State:

Tennessee

Zip:

37234

Country:

USA

Entity:

X Corporation

Citizenship

Tennessee USA

**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.

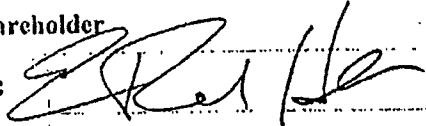
IN WITNESS WHEREOF, the Assignor has executed this Assignment of Copyrights, Trademarks and Any and All Other Intellectual Property as of the day and year written below.

SELLER ENTITIES:

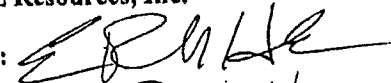
Student Life, Inc.

By: 
Name: E. Randy Hall
Title: CEO

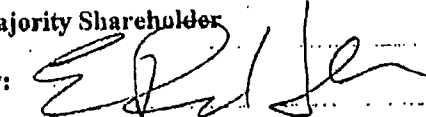
Shareholder

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


S L Resources, Inc.

By: 
Name: E. Randy Hall
Title: PRESIDENT

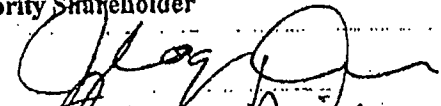
Majority Shareholder

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


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

By: 
Name: E. Randy Hall
Title: Individually and as Minority Shareholder of SL Resources, Inc.

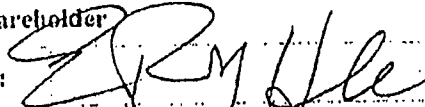
Minority Shareholder

By: 
Name: E. Randy Hall
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**

Corporate Name	State of Inc.	Principal Place of Operations	Principal Shareholder	% Owned	Minority Shareholder	% Owned
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.

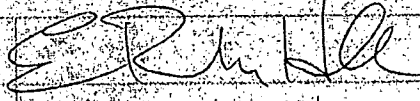
PURCHASER:

LifeWay Christian Resources of the Southern Baptist Convention


By: _____
Name: Thom Rainer
Title: President

SELLER ENTITIES:

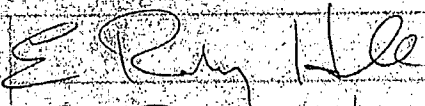
Student Life, Inc.

By: 
Name: E. Randy Hall
Title: CEO

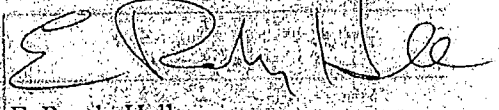
Shareholder

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

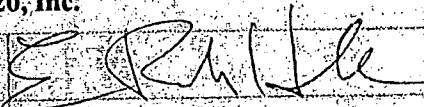
S.L. Resources, Inc.

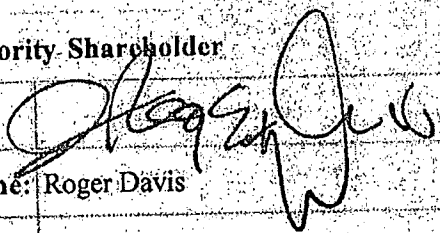
By: _____
Name: _____
Title: _____

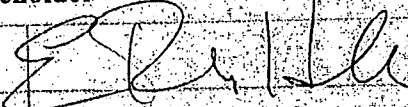
Minority Shareholder

By: 
Name: Earl Roberson
Title: Individually and as Minority

S/L Resources, Inc.	

Echo 2820, Inc.	
By:	
Name:	E. Randy Hall
Title:	CEO

	Shareholder
Minority Shareholder	
By:	
Name:	Roger Davis
Title:	Individually and as Minority Shareholder

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

**SCHEDULE
SELLER ENTITIES**

Corporate Name	State of Inc.	Principal Place of Operations	Principal Shareholder	% Owned	Minority Shareholder	% Owned
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

Contract Date	Contract Party	Subject Matter
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

EXHIBIT
 C
 PTO #3 of 4

900245738 01/31/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

3 of 4
 THE NAVIGATORS
 Assignment
 Record
 1/31/13

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Navigators		06/30/2012	Nonprofit Corporation: COLORADO

RECEIVING PARTY DATA

Name:	Student Life, Inc.
Street Address:	2195 Parkway Lake Drive
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35244
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3122911	HELPING PEOPLE KNOW CHRIST THROUGH HIS WORD
Registration Number:	2896797	ALL THINGS TO ALL PEOPLE

CORRESPONDENCE DATA

Fax Number: 2058743269
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 205-874-0369
 Email: ljackman@wallacejordan.com
 Correspondent Name: Laura M. Jackman
 Address Line 1: 800 Shades Creek Parkway, Suite 400
 Address Line 4: Birmingham, ALABAMA 35209

NAME OF SUBMITTER:	Laura M. Jackman
Signature:	/Laura M. Jackman/
Date:	01/31/2013

Total Attachments: 2
 source=Trademark Assignment Agr#page1.tif
 source=Trademark Assignment Agr#page2.tif

OP \$65.00 3122911

900245738

TRADEMARK
 REEL: 004953 FRAME: 0449

TRADEMARK
 REEL: 006220 FRAME: 0432

TRADEMARK ASSIGNMENT AND ACKNOWLEDGEMENT

THIS TRADEMARK ASSIGNMENT AND ACKNOWLEDGEMENT is made effective as of June 30, 2012 (the "Agreement"), and is executed by and between THE NAVIGATORS, a Colorado nonprofit corporation ("NavPress") and STUDENT LIFE, INC., an Alabama corporation ("Student Life").

WHEREAS, NavPress and Student Life are parties, along with Clarity Publishers, Inc. ("Clarity Publishers"), SL Resources, Inc. ("SL Resources"), and E. Randy Hall ("Hall"), to that certain Asset Purchase Agreement, dated September 1, 2010 (the "APA"), whereby NavPress acquired certain assets from Student Life, Clarity Publishers and SL Resources, including: (a) the registered trademarks to "All Things to All People" and "Helping People Know Christ through His Word" (collectively, the "Registered Marks"); and (b) the unregistered trademark to "Helping Teenagers Know Christ through His Word" (the "Unregistered Mark" and, together with the Registered Marks, the "Retained Marks").

WHEREAS, the parties acknowledge and agree that the Retained Marks were transferred to NavPress pursuant to the APA in error, and, as such, NavPress and Student Life wish to enter into this Agreement to set forth their respective agreement and acknowledgement that Student Life has and shall maintain all right, title, and interest in the trademarks, service mark, brand name, and other intellectual property rights in the Retained Marks and, further, if and to the extent NavPress has ever owned or asserted ownership or any rights in any of the Retained Marks, that NavPress assigns all such rights and interests in the Retained Marks to Student Life.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending to be bound, hereby agree to incorporate the foregoing recitals into this Agreement and further agree as follows:

1. Trademark Acknowledgement and Assignment. NavPress hereby irrevocably assigns, transfers and delivers to Student Life all of its right, title and interest in and to the Retained Marks, including without limitation all common law rights therein and any trademark registrations therefor, together with the goodwill of the business associated with or symbolized by the Retained Marks, the right to sue for and collect damages for past infringement thereof, and all other benefits of the Retained Marks. NavPress does further consent to the recordation of the assignment by Student Life of the Registered Marks with the United States Patent and Trademark Office.

2. Additional Actions. At any time after the date of this Agreement, at Student Life's request and expense, NavPress shall execute and deliver to Student Life such other instruments and documents, and take such other actions, as Student Life may deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Agreement. The parties acknowledge and agree that, notwithstanding anything else to the contrary in that certain Termination of Agreement (Asset Purchase Agreement), by and among NavPress, Student Life, Clarity Publishers, SL Resources and Hall, dated May 31, 2012 (the

"Termination Agreement"), the Retained Marks shall not be considered Marks (as such term is used in the Termination Agreement).

3. No Representations or Warranties. Student Life acknowledges that: (a) the Unregistered Mark is a common law trademark; (b) NavPress has no effective registrations or applications to register the Unregistered Mark; and (c) the rights, title and interest granted under this Agreement exist only to the extent that NavPress owns such rights, title and interest. NavPress makes no representations or warranties, express or implied, with respect to the Retained Marks or with respect to the rights of any third parties that may conflict with the rights granted in this Agreement.

4. Successors and Assigns. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Alabama, without regard to conflicts of laws principles that would require the application of any other law.

6. Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or PDF, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

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

THE NAVIGATORS, a Colorado nonprofit corporation

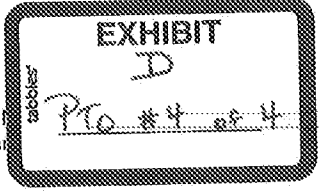
By: 

Its: _____

STUDENT LIFE, INC., an Alabama corporation

By: 

Its: PRESIDENT



02/04/2013

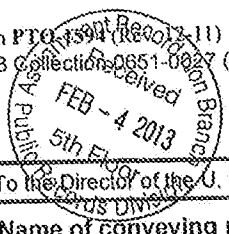
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1591 (Rev. 01-11)
OMB Collection #0951-0027 (exp. 04/31)



103654836

SET
Y



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

2/4/13

1. Name of conveying party(ies):
THE NAVIGATORS

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

Citizenship (see guidelines) Colorado, USA

Additional names of conveying parties attached? Yes No

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

Name: STUDENT LIFE, INC.

Street Address: 2183 PKWY LAKE DR

City: BIRMINGHAM

State: ALABAMA

Country: USA Zip: 35224

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Alabama, 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 of 4
This assignment to Student Life, Inc.
Recorded
2/4/13

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

Execution Date(s) June 30, 2012

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) _____ Text _____
 B. Trademark Registration No.(s) 3,122,911
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. 3,122,911 - Application Serial No. 78/558,577 - HELPING PEOPLE KNOW CHRIST THROUGH HIS WORD
 Registration No. 2,896,797 - Application Serial 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 P.C.

Street Address: 1600 Division Street, Suite 500

City: Nashville

State: Tennessee, USA Zip: 37203

Phone Number: 615-242-2400

Docket Number: 009167

Email Address: ed@iplawgroup.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

02/05/2013 KNGUYEN1 00000022 3122911

Deposit Account Number 23-0035

Authorized User Name Waddey & Patterson, P.C.

9. Signature: [Signature] _____ Date 2/4/13

Signature
Edward D. Lanquist, Jr.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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: ~~TRADEMARK~~ 0399
 REEL: 006220 FRAME: 0435

TRADEMARK ASSIGNMENT AND ACKNOWLEDGEMENT

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THE NAVIGATORS, a Colorado nonprofit corporation

By: 

Its: President NavPress / CEO Navigators

STUDENT LIFE, INC., an Alabama corporation

By: 

Its: PRESIDENT