

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Al Menconi Ministries		12/23/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Educational Media Foundation		
Street Address:	5700 West Oaks Blvd.		
City:	Rocklin		
State/Country:	CALIFORNIA		
Postal Code:	95765		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4053095	THE CHRISTIAN MUSIC DIET	
Registration Number:	5304390	THE CHRISTIAN MUSIC CHALLENGE	
Registration Number:	5393985	THE 30-DAY CHRISTIAN MUSIC CHALLENGE	
CORRESPONDENCE DATA			
Fax Number:	2027835851		
<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>			
Phone:	202-383-3357		
Email:	Trademark@wbklaw.com		
Correspondent Name:	Kelly A. Donohue		
Address Line 1:	1800 M Street, NW		
Address Line 2:	Wilkinson Barker Knauer, LLP, Suite 800		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Kelly A. Donohue		
SIGNATURE:	/Kelly Donohue/		
DATE SIGNED:	02/12/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 23, 2017, is made by Al Menconi Ministries ("Seller"), a California religious nonprofit corporation located at 2942 Gaviota Circle, Carlsbad, California 92009 ("Seller"), in favor of Educational Media Foundation, a California religious nonprofit corporation, located at 5700 West Oaks Blvd., Rocklin, California 95765 ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of December 23, 2017 (the "APA").

WHEREAS, under the terms of the APA, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

- (a) the trademark registrations and trademark application set forth on *Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks")*, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) the copyright registration and exclusive copyright license set forth on *Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Copyrights")*;
- (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns,

and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

Intellectual Property Assignment

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

AL MENCONI MINISTRIES

By Al Menconi
Name: AL MENCONI
Title: President

Address for Notices:

2942 Gaviota Circle
Carlsbad, CA 92009

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
THE CHRISTIAN MUSIC CHALLENGE	US	5304390	10/10/2017
THE CHRISTIAN MUSIC DIET	US	4053095	11/08/2011

Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date
THE 30-DAY CHRISTIAN MUSIC CHALLENGE	US	Serial Number 87080299	06/22/2016

SCHEDULE 2

ASSIGNED COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
The Christian Music Diet	US	TXu000944812	03/31/2000