

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836931

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900791715

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Giving Company, iDisciple, LLC		03/13/2023	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	BN Media
Street Address:	55 North 300 West
Internal Address:	Suite 800
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	6073813	IDISCIPLE
Registration Number:	5020155	IDISCIPLE
Registration Number:	4729859	IDISCIPLE
Registration Number:	4607407	IDISCIPLE
Registration Number:	3533722	FAMILY CHRISTIAN STORES
Registration Number:	2597684	FAMILY CHRISTIAN
Registration Number:	2213785	FAMILY CHRISTIAN STORES
Registration Number:	2547676	FAMILY PERKS
Registration Number:	1433364	FAMILY BOOKSTORES
Registration Number:	5930069	GIVING COMPANY
Registration Number:	5930070	GIVING COMPANY GC
Registration Number:	5134738	WAKE UP SERVE REPEAT
Registration Number:	4334322	FAMILY CHRISTIAN
Registration Number:	4311331	GREATER GOODS
Registration Number:	4311330	GREATER GOODS
Registration Number:	4091850	GOOD GOERS
Registration Number:	3474163	PRAYER CIRCLE FRIENDS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3474152	PRAYER CIRCLE FRIENDS
Registration Number:	3350343	PRAYER CIRCLE FRIENDS
Registration Number:	3350313	PRAYER CIRCLE FRIENDS
Registration Number:	2914642	JAMES FUND
Registration Number:	2920743	JAMES 1:27 FUND
Registration Number:	3533727	FAMILY CHRISTIAN STORES
Registration Number:	2272886	FAMILY CHRISTIAN PRESS
Registration Number:	1949128	PASTOR PERKS
Registration Number:	1951280	FAMILY PERKS
Serial Number:	86749415	WAKE UP SERVE REPEAT
Serial Number:	87123855	USE YOUR POWERS FOR GOOD
Serial Number:	86829099	USE YOUR POWERS FOR GOOD
Serial Number:	86909298	BE THE DIFFERENCE FOR 1
Serial Number:	87186499	CUPCAKES AND JESUS
Serial Number:	86923218	CUPCAKES AND JESUS
Serial Number:	87163559	SMALL BUT MIGHTY

CORRESPONDENCE DATA

Fax Number: 8015313383

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.

Phone: 8012440416

Email: aowen@deseretmgt.com

Correspondent Name: Alissa Owen, Attorney of Record BN Media

Address Line 1: 55 North 300 West

Address Line 2: Suite 800

Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	GC, IDISCIPLE TM ASSIGN.
NAME OF SUBMITTER:	Alissa R. Owen
SIGNATURE:	/Alissa R. Owen/
DATE SIGNED:	09/05/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of March 23, 2023, is made by Giving Company, a Georgia nonprofit organization, iDisciple LLC, a Georgia Limited Liability company (collectively, “Sellers” each a “Seller”), in favor of BN Media, a Delaware limited liability company (“Buyer”).

WHEREAS, Buyer is the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement between Buyer and Sellers dated as of March 23, 2023 (the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment.

NOW THEREFORE, Sellers hereby agree as follows:

Definitions: The following terms have the following meanings:

“Affiliate” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, or director of such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Asset Purchase Agreement” has the meaning set forth in the preamble.

“Assigned IP” has the meaning set forth in Section 2.

“Business” means the business in which Sellers are engaged, which is providing trusted media content through various platforms and channels (including, but not limited to websites and mobile applications) to an established, faith-based Christian audience through the following services/products: iDisciple; FamilyChristian; and Giving Company (domain, brand, trademark, exclusive to Giving Company) (the “Business”). For clarification, Business excludes Christian Cinema, Dove and publishing assets connected to those entities.

“Buyer” has the meaning set forth in the preamble.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“Intellectual Property” means any and all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, identifiers, slogans, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations, applications for registration, common-law rights and other rights relating to such trademarks and other proprietary indicia, regardless of whether they are pending or abandoned, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) internet domain names, whether or not trademarked, registered in any top-level domain by any authorized private registrar or Governmental Authority; (c) images, text, web designs, code, scripts, programs, graphics, forms, tables, indexes, style sheets, webpages, audio elements, visual elements, and other content, information, or material that is (or has been) displayed on, published on, posted on, or otherwise used with any of the aforementioned internet domain names; (d) social media accounts, handles, posts, channels, and other social media information, content, and materials; (e) literary works, texts, musical works, lyrics, dramatic works, pantomimes, choreographic works, pictorial works, graphic works, sculptural works, motion pictures, visual works, audiovisual works, sound recordings, architectural works, software code, software applications, and other original works of authorship in any medium of expression or format (whether or not published, copyrighted or copyrightable), all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (f) confidential information, formulas, designs, ideas, models, flowcharts, notes, source code, object code, applications, programs, test results, notebooks, sketches, devices, technology, know-how, research and development, inventions, methods, processes, compositions, trade secrets and any information, data or materials that may reasonably be deemed to be proprietary or confidential to a party, whether or not patentable or otherwise protectable; (g) patented and patentable designs and inventions, all design, plant and utility patents, letters patents, utility models, Patent Cooperation Treaty applications, pending and abandoned patent applications, non-provisional applications, provisional applications and all issuances, divisionals, continuations, continuations-in-part, reissues, extensions, revivals, reexaminations and renewals of such patents and applications; (h) rights of publicity, rights of privacy and any other proprietary rights; and (i) all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing.

“Intellectual Property Assets” means any and all Intellectual Property that is owned (or purportedly owned) by (or otherwise licensed to (or possessed by) and assignable by any Sellers, including, without limitation:

All trademarks/service marks owned or otherwise controlled by such Sellers, including, without limitation, as set forth in Exhibit A;

All domain names owned or otherwise controlled by such Sellers, including, without limitation, as set forth in Exhibit B;

All original works, licenses, and copyrights, including, without limitation, for the registered copyrighted works listed on Exhibit C and any and all content currently or previously published

on mobile applications and websites corresponding to the domain names set forth above and in Exhibit B, as well as any and all software applications and platforms owned by such Sellers;

All social media accounts and channels of such Sellers, including, without limitation, as listed in Exhibit D, along with all corresponding content and materials;

Where applicable, all royalties, fees, commissions, income, payments, and other proceeds now or hereafter due or payable to Sellers with respect to such Intellectual Property;

All claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof;

Any and all Intellectual Property Licenses;

Any and all Intellectual Property relating to the foregoing; and

Any and all subscription/customer lists including, but not limited to: customer/subscriber emails (active); customer/subscriber names; customer/subscriber addresses, and any other information that enables Buyer to contact and communicate with Sellers' customers/subscribers.

"Intellectual Property Licenses" means all licenses, sublicenses, and other agreements by or through which other Persons, including any of Sellers' Affiliates, grant such Sellers the exclusive or non-exclusive rights, licenses, waivers, or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted.

"IP Assignment" has the meaning set forth in the preamble.

"Sellers" has the meanings set forth in the preamble.

"Permitted Encumbrances" means imperfections of title or Encumbrances, if any, which are not, individually or in the aggregate, material to the Assigned IP.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Trademarks" has the meaning set forth in Section 2(a).

Assignment. In consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably sell, assign, transfer, convey, and deliver to Buyer, free and clear of any Encumbrances (other than Permitted Encumbrances) all of Sellers' right, title, and interest in, to, and under all of such Sellers' assets, properties, and rights of every kind and nature, whether intangible (including goodwill) or otherwise, whether now existing or hereafter acquired (other than the assets explicitly listed in Exhibit E) all of such Sellers' Intellectual Property Assets (collectively and individually, the "Assigned IP"), including, without limitation:

The trademark registrations and applications set forth in Exhibit A 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 and any common-law rights relating thereto;

The domain names owned or otherwise controlled by such Sellers, as set forth in Exhibit B;

All original works, licenses, and copyrights, including, without limitation, for the registered copyrighted works listed on Exhibit C, all content currently or previously published on the domain names set forth in Section 2(b) above and Exhibit B, as well as any and all software applications and platforms owned by such Sellers;

All social media accounts and channels of such Sellers, including, without limitation, as listed in Exhibit D, along with all corresponding content and materials;

All rights of any kind whatsoever of such Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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;

Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, 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; and

Any and all Intellectual Property relating to the foregoing.

Recordation and Further Actions. Sellers shall authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and any other governmental officials to record and register this IP Assignment (or any document confirming one or more assignments set forth herein) upon request by Buyer. Following the date hereof, Sellers 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, files, registrations, or other documents, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. Sellers acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any direct conflict between the terms of the Asset Purchase Agreement and the terms hereof, the terms of this IP Assignment shall govern.

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 to be 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.

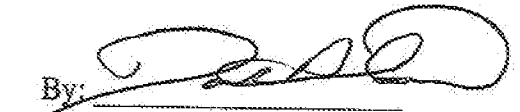
Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of Sellers and Buyer and their respective successors and assigns.

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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Each party hereto hereby (i) agrees that any suit, action or other legal proceeding arising under this Agreement shall be brought exclusively in the courts of record of the State of Utah or the courts of the United States located in the State of Utah, (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding, (iii) waives any objection to the laying of venue of any such suit, action or proceeding in any of such courts, and (iv) agrees that the State of Utah is the most convenient forum for litigation in any such suit, action or proceeding.

[SIGNATURE PAGE FOLLOWS]

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

Giving Company

By: 
Name: DAVID K. HENZLIK
Title: PRESIDENT & CEO

BN Media, LLC

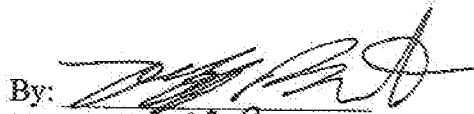






By: 
Name: Jeff Barton
Title: Member, CFO

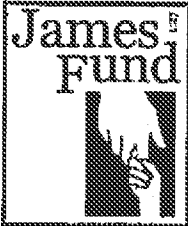

EXHIBIT A

THE ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS INCLUDE, BUT ARE NOT LIMITED TO:

Any and all rights that Sellers may have in trademarks used within the Business, including, but not limited to:

Trademark	Registration No.	Registration Date	Owner
iDisciple	6,073,813	06/09/2020	iDisciple, LLC
IDISCIPLE	5,020,155	08/16/2016	iDisciple, LLC
iDisciple	4,729,859	09/16/2014	iDisciple, LLC
iDisciple	4,607,407	09/16/2014	iDisciple, LLC
Family Christian Stores 	3,533,722	11/18/2008	iDisciple, LLC
Family Christian	2,597,684	07/23/2002	iDisciple, LLC
Family Christian Stores	2,213,785	12/29/1998	iDisciple, LLC
FAMILY CHRISTIAN	2,597, 684	07/23/2002	iDisciple, LLC
FAMILY PERKS	2,547, 676	03/12/2002	iDisciple, LLC
FAMILY CHRISTIAN STORES	2, 213, 785	12/29/1998	iDisciple, LLC
FAMILY BOOKSTORES	1,433,364	03/17/1987	Family Christian Stores, LLC
GIVING COMPANY	5,930,069	12/10/2019	Giving Company non-profit corporation
GIVING COMPANY (stylized) 	5,930,070	12/10/2019	Giving Company non-profit corporation
WAKE UP SERVE REPEAT	5,134,738	01/31/2017	iDisciple, LLC
<u>Foreign Registrations</u>			
IDISCIPLE (Australia)	1725732	02/03/2016	iDisciple, LLC
IDISCIPLE (New Zealand)	1029038	04/06/2016	iDisciple, LLC
IDISCIPLE (Canada)	TMA958779	12/23/2016	iDisciple, LLC
IDISCIPLE (European Union)	014637284	09/21/2016	iDisciple, LLC
IDISCIPLE (Mexico)	1618178	03/01/2016	iDisciple, LLC
IDISCIPLE (Mexico)	1673801	09/12/2016	iDisciple, LLC
IDISCIPLE (European Union)	015048507	09/21/2016	iDisciple, LLC

IDISCIPLE (Germany)	302016105070	11/02/2016	iDisciple, LLC
IDISCIPLE (United Kingdom)	UK00914637284	09/21/2016	iDisciple, LLC
IDISCIPLE (United Kingdom)	UK00915048507	09/21/2016	iDisciple, LLC
<u>Inactive Marks</u>			
FAMILY CHRISTIAN (design) 	4,334,322	05/14/2013	iDisciple, LLC
GREATER GOODS (design) 	4,311,331	04/02/2013	iDisciple, LLC
GREATER GOODS	4,311,330	04/02/2013	FC Operating, LLC
GOOD GOERS	4,091,850	01/24/2012	iDisciple, LLC
PRAYER CIRCLE FRIENDS	3,474,163	07/22/2008	Family Christian, LLC
PRAYER CIRCLE FRIENDS (design) 	3,474,152	07/22/2008	Family Christian, LLC
PRAYER CIRCLE FRIENDS (design) 	3,350,343	12/04/2007	Family Christian Stores, Inc.

PRAYER CIRCLE FRIENDS	3,350,313	12/04/2007	Family Christian Stores, Inc.
JAMES FUND	2,914,642	12/28/2004	Family Christian, LLC
JAMES 1:27 FUND (design) 	2,920,743	01/25/2005	Family Christian, LLC
FAMILY CHRISTIAN STORES (design) 	3,533,727	11/18/2008	Family Christian, LLC
FAMILY CHRISTIAN PRESS	2,272,886	08/24/1999	iDisciple, LLC
PASTOR PERKS	1,949,128	01/16/1996	Family Christian, LLC
FAMILY PERKS	1,951,280	01/23/1996	Family Christian, LLC
WAKE UP SERVE REPEAT	Serial No. 86749415	Abandoned	Family Christian Stores, LLC
USE YOUR POWERS FOR GOOD	Serial No. 87123855	Abandoned	Family Christian Stores, LLC
USE YOUR POWERS FOR GOOD	Serial No. 86829099	Abandoned	Family Christian Stores, LLC
BE THE DIFFERENCE FOR I	Serial No. 86909298	Abandoned	Family Christian Stores, LLC
CUPCAKES AND JESUS	Serial No. 87186499	Abandoned	Family Christian Stores, LLC
CUPCAKES AND JESUS	Serial No. 86923218	Abandoned	Family Christian Stores, LLC
SMALL BUT MIGHTY	Serial No. 87163559	Abandoned	Family Christian Stores, LLC