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101944211 TRADEMARKS ONLY

ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): INSTITUTE IN BASIC LIFE PRINCIPLES, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: CHARACTER TRAINING INSTITUTE, INC.

Internal Address: Street Address: 520 W. MAIN STREET City: OKLAHOMA CITY State: OK Zip: 73102

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

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) Additional name(s) & address(es) attached? Yes No

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,076,307 AND 2,070,645

Additional number(s) attached? Yes No

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

Name: INSTITUTE IN BASIC LIFE PRINCIPLES Internal Address: LEGAL DEPARTMENT Attn: Robert J. Barth, General Counsel

Street Address: BOX ONE

City: OAK BROOK State: IL Zip: 60522

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 65E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert J. Barth Name of Person Signing

Robert J. Barth Signature

12/4/01 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/14/2002 LNUJELLER 00000065 2076307

01 FC:481 40.00 OP 02 FC:482 25.00 OP

TRADEMARK REEL: 002422 FRAME: 0284

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment"), is made and entered into this 4th day of December, 2001, by and between the Institute in Basic Life Principles, Inc. ("Assignor") (formerly d/b/a Character Training Institute, but no longer d/b/a Character Training Institute), an Illinois not-for-profit corporation, having its main business office at 943 N. Adams Rd., Oak Brook, IL 60523, and Character Training Institute, Inc., having its main business office at 520 W. Main Street, Oklahoma City, OK 73102 ("Assignee").

This Assignment is intended to transfer the Assignor's ownership interest in U.S. Servicemark Registration No. 2,076,307, registered July 1, 1997 on the Principal Register. This trademark protects the mark "CHARACTER FIRST" in International Class 41, for "educational services, namely, conducting seminars, lectures, conferences and workshops directed to promoting character and character development, and distributing instructional and course materials in connection therewith."

This Assignment is also intended to transfer the Assignor's ownership interest in U.S. Trademark Registration No. 2,070,645, registered June 10, 1997, on the Principal Register. This trademark protects the mark "CHARACTER FIRST" in International Class 16, for "teaching materials, namely, printed instructional and educational materials for teaching character and character development."

1. Assignment. The undersigned Assignee accepts and agrees to these contract terms and conditions and understands that this Assignment constitutes a binding contract between Assignee and Assignor. These terms and conditions may not be modified except by a written agreement signed by both parties.
2. Subject Matter. The subject matter of this Assignment shall consist of the Assignor's ownership interest in the U.S. Servicemark Registration No. 2,076,307 and U.S. Trademark Registration No. 2,070,645. The registration is for the mark "CHARACTER FIRST," registered on the Principal Register for International Class 41, specifically for "educational services, namely, conducting seminars, lectures, conferences and workshops directed to promoting character and character development, and distributing instructional and course materials in connection therewith." And for the mark "CHARACTER FIRST," registered on the Principal Register for International Class 16, specifically for "teaching materials, namely, printed instructional and educational materials for teaching character and character development."
3. Price. In consideration of Assignor's ownership interest in the subject matter of this Assignment, Assignee agrees to pay Assignor \$100,000 (US), the receipt of which is hereby acknowledged by Assignor.

4. Time/Order of Performance. Within ten (10) days of execution of this Agreement, Assignor will send this Assignment to the United States Patent and Trademark Office for recording.

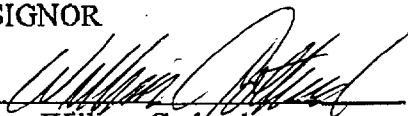
5. Assignability. Assignee's interest in the trademark assigned under this Assignment is freely transferable.

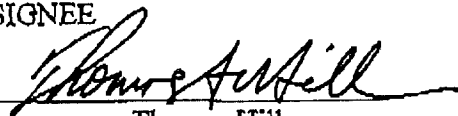
6. Execution. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of this Assignment may be accomplished by electronic facsimile reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and delivered, if requested.

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

Institute in Basic Life Principles, Inc.
ASSIGNOR

Character Training Institute, Inc.
ASSIGNEE

By: 
William Gothard
President

By: 
Thomas Hill
President

Date: 12/5/01

Date: December 4, 2001