

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gospel Communications International, Inc.		10/24/2008	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Zondervan Corporation L.L.C.		
<b>Street Address:</b>	5300 Patterson Avenue SE		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49530		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77566924	BIBLE GATEWAY	
<b>Serial Number:</b>	77566726	BIBLEGATEWAY.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)852-7217		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-852-7886		
<b>Email:</b>	esteelman@newscorp.com		
<b>Correspondent Name:</b>	Stacy Grossman		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSIGN FR GOSPEL TO ZONDE		
<b>NAME OF SUBMITTER:</b>	Stacy Grossman, Esq.		
<b>Signature:</b>	/Stacy Grossman/		

CH \$65.00 77566924

Date:

06/15/2009

**Total Attachments: 5**

source=Gospel Communications International, Inc. to The Zondervan Corporation L.L.C#page1.tif

source=Gospel Communications International, Inc. to The Zondervan Corporation L.L.C#page2.tif

source=Gospel Communications International, Inc. to The Zondervan Corporation L.L.C#page3.tif

source=Gospel Communications International, Inc. to The Zondervan Corporation L.L.C#page4.tif

source=Gospel Communications International, Inc. to The Zondervan Corporation L.L.C#page5.tif

**ASSIGNMENT AND ASSUMPTION FOR  
INTELLECTUAL PROPERTY**

This ASSIGNMENT AND ASSUMPTION FOR INTELLECTUAL PROPERTY (this "Assignment") is made as of the 24th day of October, 2008, by and between Gospel Communications International, Inc., a Michigan nonprofit corporation ( "Assignor" ), and The Zondervan Corporation, L.L.C., a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

W I T N E S S E T H:

**WHEREAS**, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of October 24, 2008 (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee and Assignee has agreed to purchase and acquire from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor's right, title, and interest in and to the Seller's Intellectual Property associated with the Business, including, but not limited to, the registered Intellectual Property listed and described in Exhibit A attached hereto (collectively, the "Transferred IP").

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof and of the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. Assignor, on behalf of itself and its Affiliates, hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of all Liens, all of its right, title, and interest in and to the Transferred IP, including, without limitation, any and all goodwill associated with the trademarks included in the Transferred IP. Notwithstanding anything to the contrary herein or in the Purchase Agreement, specifically excluded from this Assignment are the Excluded Assets.

2. Assumption. Assignee hereby purchases and acquires the Transferred IP.

3. Terms of the Purchase Agreement. This Assignment is given to evidence further the transfers and assignments contemplated by the Purchase Agreement and, notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Further Assurances; Authorization.

A. Trademarks and Service Marks. Assignor agrees to execute and deliver at any future date any additional documents of conveyance and transfer as Assignee may reasonably request in order to more effectively convey and transfer the Transferred IP from Assignor to Assignee in accordance with this Assignment . Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of any and all of Assignor's rights in the trademarks and service marks that are included within the Transferred IP and that have received registrations from and/or for which applications have been submitted to the United States Patent and Trademark Office.

B. URLs. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process for the registrations for each of the second-level domain names included within the Transferred IP associated with the Business electronically from Assignor's account(s) to Assignee's account(s). Assignor further agrees to execute and deliver at any future date any additional documents of conveyance and transfer as Assignee may reasonably request in order to more effectively convey and transfer such registrations from Assignor to Assignee, including, but not limited to, any transfer documents required by a domain name registrar or where electronic transfer is not possible. Assignor authorizes and requests the applicable registration authority to transfer the registrations for each of the second-level domain names included within the Transferred IP from Assignor to Assignee.

5. Successors and Assigns. The terms and conditions of this Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of Assignor and Assignee in accordance with the Purchase Agreement.

6. Governing Law. This Assignment shall be governed and construed in accordance with the Laws of the State of Michigan applicable to Contracts to be wholly performed within the State of Michigan without regard to the conflicts of Law provisions thereof to the extent they would result in the application of the Laws of another jurisdiction.


7. Counterparts. This Assignment may be executed in one or more counterparts, including facsimile counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

**[The remainder of this page intentionally left blank.]**

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


**ASSIGNOR:**

**GOSPEL COMMUNICATIONS  
INTERNATIONAL, INC.**

By:   
Name: Gordon D. Loux  
Title: Chief Executive Officer

**ASSIGNEE:**

**THE ZONDERVAN CORPORATION, L.L.C.**

By:   
Name: Maureen Girkins  
Title: President & Chief Executive Officer

*[Signature Page to Intellectual Property Assignment and Assumption Agreement]*

**EXHIBIT A**

**REGISTERED INTELLECTUAL PROPERTY  
INCLUDED WITHIN THE TRANSFERRED IP**

**Trademarks/Service Marks:**

**BIBLE GATEWAY—USPTO Principal Register Serial No. 77566924  
(Application Pending)**

**BIBLEGATEWAY.COM—USPTO Principal Register Serial No.  
77566726 (Application Pending)**

**URL's:**

**See attached list.**

**Registered Copyrights:**

**None.**

DOMAINS OWNED BY GOSPELCOM	EXPIRATION DATE	REGISTRAR
biblegateway.com	3/29/2011	Network Solutions
bible-gateway.com	4/13/2009	Tucows
biblegateway.net	3/30/2010	Network Solutions
biblegateway.org	3/29/2012	Tucows
crossearch.com	3/16/2010	Tucows
crossearch.net	3/15/2009	Tucows
crosssearch.com	12/28/2009	Tucows
crosssearch.net	10/15/2009	Tucows
evangelio.com	3/29/2011	Tucows
googspel.com	2/26/2009	Tucows
gospel.com	2/11/2010	Tucows
gospel.com	2/12/2010	Tucows
gospelcom.ca	8/13/2012	Tucows
gospelcom.cc	9/23/2009	Tucows
gospelcom.com	3/30/2011	Network Solutions
gospelcom.net	4/5/2010	Network Solutions
gospelcom.org	7/1/2011	Tucows
gospelcom.tv	6/27/2009	Tucows
gospelcomsucks.com	2/19/2010	Tucows
gospelcomsucks.net	2/19/2011	Tucows
gospelcomsucks.org	2/19/2011	Tucows
labibliaabierta.com	4/12/2009	Tucows
labibliaabierta.net	4/15/2009	Tucows
labibliaabierta.org	4/12/2009	Tucows
lapalabrahoy.com	4/12/2009	Tucows
lapalabrahoy.org	4/12/2009	Tucows
mygospelcom.net	5/10/2009	Tucows
reverendfun.com	6/13/2012	Tucows
reverendfun.net	9/7/2009	Tucows
reverendfun.org	9/7/2009	Tucows
tubibliaabierta.com	4/12/2009	Tucows
tubibliaabierta.org	4/12/2009	Tucows
wwwgospelcom.com	2/20/2009	Tucows