

ASSIGNMENT OF PURCHASE AGREEMENT

This ASSIGNMENT OF PURCHASE AGREEMENT is entered into by and between Cornerstone Church, Inc. an Ohio not for profit corporation (hereinafter "Assignor") and Matrix Broadcast Media, Inc. an Ohio corporation (hereinafter "Assignee") this 18th day of October, 2005.

WHEREAS, Assignor has entered into a written Purchase Agreement dated May 5, 2005 (hereinafter "Purchase Agreement", a copy of which is attached hereto and incorporated by reference herein) with Ralph DeNune, Esq. as Receiver for L & M Video Productions, Inc., for the sale of certain assets of L & M Video Productions, Inc. including the FCC license, equipment and personal property, all as listed in Exhibit A of the Purchase Agreement; and

WHEREAS, under Section 4 (A), Assignor has the right to assign its rights under the Purchase Agreement to Assignee; and

WHEREAS, Assignor desires to assign its rights under the Purchase Agreement to Assignee and Assignee desires to accept such assignment;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all rights and privileges which it has under the Purchase Agreement to purchase L & M Video Productions, Inc. assets.
2. Assignee hereby accepts the assignment from Assignor described in paragraph 1 above and agrees to undertake all obligations under the Purchase Agreement and Assignee agrees to indemnify and hold Assignor harmless and all obligations there under.

In witness whereof, the parties hereto have executed this Assignment of Purchase Agreement by and through their duly authorized officers this 18th day of October, 2005.

ASSIGNOR:
Cornerstone Church, Inc.

By: 
Robert E. Pitts, Senior Vice President

ASSIGNEE:
Matrix Broadcast Media, Inc.

By: _____
Jerry Jones, President

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