

Form **PTO-1594** (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

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

Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ∇ ∇ ∇ ∇ ∇ ∇ ∇

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

1. Name of conveying party(ies):
 Source Interlink Companies, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Wells Fargo Foothill, Inc.
 Internal Address: Suite 3000 West
 Street Address: 2450 Colorado Avenue
 City: Santa Monica State: CA Zip: 90404

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment for Security

Execution Date: October 30, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No (s) 78/113,262

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Santo Manna, Esq.
 Internal Address: Schulte Roth & Zabel LLP
 Street Address: 919 Third Avenue
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.
Barbara Bauer-Padron  October 31, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document. 4

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

CH \$40.00 600676 78113262

ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, Source Interlink Companies, Inc., (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of October ^{30th}, 2003 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Wells Fargo Foothill, Inc., as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the agents and the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement); provided, however, that, with respect to any Trademarks that are the subject of intent-to-use applications, the foregoing security interest shall not be effective as against such Trademarks until the date upon which a statement to allege use has been filed (the "Effective Date").

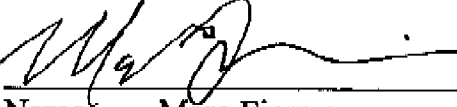
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders (as each such terms is defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations; provided, however, that, with respect to any Trademarks that are the subject of intent-to-use applications, the foregoing security interest shall not be effective as against such Trademarks until the Effective Date.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October ~~30~~³¹, 2003, with effect as of the Effective Date.

SOURCE INTERLINK COMPANIES, INC.

By: 
Name: Marc Fierman
Title: Chief Financial Officer

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this ____ day of October, 2003, before me personally came Marc Fierman, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of Source Interlink Companies, Inc., and that he executed the foregoing instrument in the firm name of Source Interlink Companies, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademark	Serial/Registration No.	Filing/Registration Date
ICN MAG*TRACK	78/113,262	3/7/02