

02-11-2005

2-8-02



102939422

TRADEMARKS ONLY

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

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

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):  
**Wells Fargo Bank, National Association**

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

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

2. Name and Address of receiving party(ies)  
Name: Ascend Media Holdings, LLC  
Internal Address:  
Street Address: 11600 College Blvd  
City: Overland Park State: KS Zip: 66210

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: \_\_\_\_\_  
 Other Limited Liability Company

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 Termination And Release Of Security Interest In Trademarks

Execution Date: January 31, 2005

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

B. Trademark Registration No.(s)  
**See Attached**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Intellectual Property Docketing  
Internal Address: SHEARMAN & STERLING LLP  
Street Address: 599 Lexington Avenue  
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: ..... **40**

7. Total fee (37 CFR 3.41) ..... \$ 1015.00  
 Enclosed  
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:  
50-0324 **1015E**

(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.*

Tina S. Patel                      *Tina S. Patel*                      02/04/2005  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **7**

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

02/10/2005 ECOOPER 00000162 500324 76592337

01 FC:8521 40.00 DA  
02 FC:8522 975.00 DA

MPDOCS01/52090.1

TRADEMARK  
REEL: 003118 FRAME: 0739

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 4:

### Application Numbers

|            |            |            |            |
|------------|------------|------------|------------|
| 76-592,337 | 76-589,267 | 76-589,266 | 76-592,865 |
| 76-552,964 | 76-548,513 | 76-502,825 | 76-589,261 |
| 75-981,730 | 76-573,042 | 76-566,202 |            |

### Registration Numbers

|           |           |           |           |
|-----------|-----------|-----------|-----------|
| 2,297,154 | 2,163,497 | 1,975,070 | 2,016,538 |
| 1,681,664 | 2,194,887 | 2,278,684 | 2,647,530 |
| 2,495,735 | 2,708,175 | 2,495,736 | 1,977,531 |
| 1,570,471 | 1,552,841 | 2,403,024 | 2,293,773 |
| 2,003,770 | 2,257,263 | 2,380,538 | 2,259,571 |
| 1,761,301 | 2,297,781 | 2,613,951 | 2,270,762 |
| 1,855,188 | 1,931,459 | 2,111,308 | 2,259,570 |
| 2,344,578 |           |           |           |

**NO ADDITIONAL PAGES**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Termination And Release of Security Interest In Trademarks is entered into as of January 31, 2005 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Collateral Agent"), as administrative agent and collateral agent under that certain Credit Agreement dated as of October 29, 2004 (the "Credit Agreement"), and ASCEND MEDIA HOLDINGS, LLC ("Debtor").

**WITNESSETH:**

WHEREAS, Debtor and Collateral Agent are parties to that certain Intellectual Property Security Agreement dated as of October 29, 2004 (the "IP Security Agreement"), and that certain Security Agreement dated as of October 29, 2004 (the "Security Agreement", and collectively with the IP Security Agreement and the Credit Agreement, the "Security Agreements");

WHEREAS pursuant to the Security Agreements, Debtor granted Collateral Agent a security interest in and to the Collateral (as defined in the Security Agreement) including, without limitation, those certain registered trademarks and trademark applications set forth in Schedule A (collectively, the "Trademarks"), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on November 4, 2004 at Reel 002969; Frame 0946; and

WHEREAS, Debtor has satisfied its obligations under the Security Agreements and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances respecting the Trademarks and restore all right, title and interest in and to the Trademarks to Debtor.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest in Trademarks, the Collateral Agent and Debtor hereby agree as follows:

1. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances respecting the Trademarks and hereby releases, discharges, quitclaims and relinquishes unto Debtor any and all right, title and interest in, to and under the Trademarks, including, without limitation, all registrations, applications, recordings and common law rights thereto; all renewals thereof; all income, license royalties, damages and payments now or hereafter due and/or payable with respect thereto; any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; all rights corresponding thereto throughout the world; and the goodwill connected with and symbolized by the foregoing.

2. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks to record this release.

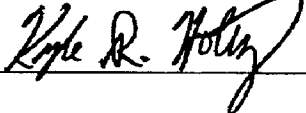
3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and do any other acts as may be reasonably necessary from time to time to effectuate and carry out the provisions and intent of this Termination and Release of Security Interest in Trademarks.

4. This Termination and Release of Security Interest in Trademarks may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. This Termination and Release of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the Collateral Agent and Debtor has caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: 

Name: Kyle R. Holtz

Title: Assistant Vice President

ASCEND MEDIA HOLDINGS,  
LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Termination and Release of Security Interest in Trademarks

IN WITNESS WHEREOF, each of the Collateral Agent and Debtor has caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASCEND MEDIA HOLDINGS,  
LLC

By:  \_\_\_\_\_

Name: **Cameron B. Bishop**

Title: **President & CEO**

**Schedule A**

| <i>Trademark</i>                            | <i>Appl. No./Filing Date</i>    | <i>Reg. No. &amp; Date</i>      |
|---|---------------------------------|---------------------------------|
| CASINO OPS                                  | 75-588,893<br>November 16, 1998 | 2,297,154<br>November 30, 1999  |
| CASINO JOURNAL                              | 75-216,574<br>December 20, 1996 | 2,163,497<br>June 9, 1998       |
| EXPO U                                      | 74-701,376<br>July 14, 1995     | 1,975,070<br>May 21, 1996       |
| EXPOWEB                                     | 74-701,375<br>July 14, 1995     | 2,016,538<br>November 12, 1996  |
| EXPO  | 74-144,075<br>March 4, 1991     | 1,681,664<br>March 31, 1992     |
| IGWB  | 75-256,106<br>March 12, 1997    | 2,194,887<br>October 13, 1998   |
| INTERNATIONAL GAMING &<br>WAGERING BUSINESS | 75-256,107<br>March 12, 1997    | 2,278,684<br>September 21, 1999 |
| NEW YORK GAMING SUMMIT                      | 76-310,876<br>September 7, 2001 | 2,647,530<br>November 5, 2002   |
| NORTHERN GAMING SUMMIT                      | 75-918,817<br>February 14, 2000 | 2,495,735<br>October 9, 2001    |
| PRO AV                                      | 76-380,763<br>March 8, 2002     | 2,708,175<br>April 15, 2003     |
| SOUTHERN GAMING SUMMIT                      | 75-918,822<br>February 14, 2000 | 2,495,736<br>October 9, 2001    |
| CLINICIAN                                   | 74-392,325<br>May 18, 1993      | 1,977,531<br>June 4, 1996       |
| CLINICIAN                                   | 73-775,837<br>January 23, 1989  | 1,570,471<br>December 5, 1989   |
| CLINICAL COURIER                            | 73-760,568<br>October 31, 1988  | 1,552,841<br>August 22, 1989    |
| CURRENT ISSUES IN HEART<br>FAILURE          | 75-826,105<br>October 18, 1999  | 2,403,024<br>November 7, 2000   |
| INTERDISCIPLINARY<br>MEDICINE               | 75-516,683<br>July 10, 1998     | 2,293,773<br>November 16, 1999  |
| INTERDISCIPLINARY<br>MEDICINE               | 74-598,818<br>November 14, 1994 | 2,003,770<br>September 24, 1996 |
| MEDICAL MONITOR                             | 75-516,682<br>July 10, 1998     | 2,257,263<br>June 29, 1999      |
| OB*GYN ROUNDS                               | 75-585,116<br>November 9, 1998  | 2,380,538<br>August 29, 2000    |
| PEDIATRIC ROUNDS                            | 75-516,685<br>July 10, 1998     | 2,259,571<br>July 6, 1999       |
| PEDIATRIC ROUNDS                            | 74-240,588<br>January 27, 1992  | 1,761,301<br>March 30, 1993     |
| REPRODUCTIVE HEALTH                         | 75-518,270<br>July 13, 1998     | 2,297,781<br>December 7, 1999   |
| SYNERMED                                    | 76-061,017<br>June 1, 2000      | 2,613,951<br>September 3, 2002  |
| SYNERMED                                    | 75-524,287<br>July 23, 1998     | 2,270,762<br>August 17, 1999    |
| SYNERMED                                    | 74-801,663<br>January 13, 1992  | 1,855,188<br>September 20, 1994 |

| <i>Trademark</i>   | <i>Appl. No./Filing Date</i>   | <i>Reg. No. &amp; Date</i>    |
|--|--------------------------------|-------------------------------|
| SYNERMED   | 74-595,572<br>November 7, 1994 | 1,931,459<br>October 31, 1995 |
| CADUCEUS Design  | 75-084,798<br>April 8, 1996    | 2,111,308<br>November 4, 1997 |
| CADUCEUS Design  | 75-516,684<br>July 10, 1998    | 2,259,570<br>July 6, 1999     |
| LUNG Design  | 75-516,543<br>July 10, 1998    | 2,344,578<br>April 25, 2000   |
| CLINICAL CHALLENGES IN<br>ACUTE MYOCARDIAL<br>INFARCTION | 76-566,202<br>December 9, 2003 |                               |
| DE-CLOT.COM  | 76-592,337<br>May 17, 2004     |                               |
| DIALOGUES IN INFECTIOUS<br>DISEASE                       | 76-589,267<br>April 29, 2004   |                               |
| DIALOGUES IN PRIMARY CARE                                | 76-589,266<br>April 29, 2004   |                               |
| DISEASE STATE COMPENDIUM                                 | 76-592,865<br>May 18, 2004     |                               |
| FAQS IN IC   | 76-552,964<br>October 2, 2003  |                               |
| FAQS IN OAB  | 76-548,513<br>October 2, 2003  |                               |
| IBD ROUNDS   | 76-502,825<br>March 26, 2003   |                               |
| PRIMARY CARE ROUNDS                                      | 76-589,261<br>April 29, 2004   |                               |
| SYNERMED   | 75-981,730<br>June 1, 2000     |                               |
| UROLOGY ROUNDS   | 76-573,042<br>January 28, 2004 |                               |
| CLINICAL COURIER<br>(Canada)                             | TMA603,564<br>March 1, 2004    |                               |
| CLINICAL COURIER (European<br>Community Trademark)       | 2,108,140<br>July 31, 2002     |                               |
| CLINICIAN (European Community<br>Trademark)              | 2,108,157<br>August 29, 2003   |                               |