

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CFW Media LLC		08/15/2005	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	3 Times Square		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	banking association: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2609146	ACTION PURSUIT GAMES	
Registration Number:	2563636	INSIDE KARATE	
Registration Number:	2506975	MARTIAL ARTS LEGENDS PRESENTS GRAPPLING	
Registration Number:	2637166	MASTERS OF KARATE	
Registration Number:	2604108	PAINTBALL MAGAZINE	
Registration Number:	2536289	INSIDE KUNG-FU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)489-8340		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 603-6445		
<b>Email:</b>	robertdriscoll@dwt.com		
<b>Correspondent Name:</b>	Robert J. Driscoll		
<b>Address Line 1:</b>	1633 Broadway		
<b>Address Line 2:</b>	27th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10019		

CH \$165.00 2609146

NAME OF SUBMITTER:	Robert J. Driscoll
Signature:	/Robert J. Driscoll/
Date:	08/23/2005

**Total Attachments: 10**

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, CFW MEDIA LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Apprise Enthusiast Media LLC, a Delaware limited liability company ("**Borrower**"), has entered into a Credit Agreement dated as of August 15, 2005 (said Credit Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**"), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bank of Montreal, Chicago Branch, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

**WHEREAS**, Borrower may from time to time enter into one or more Hedge Agreements with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of August 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, domain names, websites and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds

are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15<sup>th</sup> day of August 2005.

**CFW MEDIA LLC**

By:

Name:

Title:

  
\_\_\_\_\_  
Charles McCusky  
\_\_\_\_\_  
Chairman  
\_\_\_\_\_

**Schedule A**

**TRADEMARKS**

All right, title and interest in and to any and all of Seller's imprints, titles, names, trade names, trademarks, trademark applications, and service marks including without limitation those US trademark registrations attached.

Six items attached.

**ACTION PURSUIT  
GAMES**

**ACTION PURSUIT GAMES**

**Status:** REGISTERED  
SECTION 2(F)  
USE APPLICATION - CURRENT

**USPTO Status:** REGISTERED  
**USPTO Status Date:** AUG 20, 2002

**Chronology:**

**Filed:** FEB 16, 2001                      **Serial Number:** 76-211,419  
**Published For Opposition:** MAY 28, 2002  
**Registered:** AUG 20, 2002              **Registration Number:** 2,609,146

**Goods/Services:**

**International Class 16:** MAGAZINE IN THE FIELD OF OUTDOOR  
GAMES  
**First Used:** SEP 01, 1987 (INTL. CL. 16)  
**In Commerce:** SEP 01, 1987

**Last Reported Owner:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Registrant:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Filing Correspondent:**

JOHN E. HOPE  
LAW OFFICES OF JOHN E. HOPE  
801 SOUTH FIGUEROA STREET  
LOS ANGELES CA 90017

**INSIDE KARATE**

**INSIDE KARATE**

**Status:** REGISTERED  
USE APPLICATION - CURRENT

USPTO Status: REGISTERED  
USPTO Status Date: APR 23, 2002

**Chronology:**

Filed: JUN 18, 2001                      **Serial Number:** 76-272,859  
Published For Opposition: JAN 29, 2002  
Registered: APR 23, 2002              **Registration Number:** 2,563,636

**Goods/Services:**

**International Class 16:** MAGAZINE IN THE FIELD OF MARTIAL ARTS  
**First Used:** JAN 01, 1985 (INTL. CL. 16)  
**In Commerce:** JAN 01, 1985

**Last Reported Owner:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Registrant:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Disclaimers:**

"KARATE"

**Filing Correspondent:**

JOHN E. HOPE  
LAW OFFICES OF JOHN E. HOPE  
801 SOUTH FIGUEROA STREET SUITE 1100  
LOS ANGELES CA 90017



**MARTIAL ARTS  
LEGENDS PRESENTS  
GRAPPLING**

**MARTIAL ARTS LEGENDS PRESENTS GRAPPLING**

**Status:** REGISTERED  
USE APPLICATION - CURRENT

USPTO Status: REGISTERED  
USPTO Status Date: NOV 13, 2001

**Chronology:**

Filed: FEB 20, 2001                      Serial Number: 76-211,697  
Published For Opposition: AUG 21, 2001  
Registered: NOV 13, 2001              Registration Number: 2,506,975

**Goods/Services:**

International Class 16: MAGAZINE IN THE FIELD OF SUBMISSION  
FIGHTING AND MARTIAL ARTS  
First Used: DEC 01, 1997 (INTL. CL. 16)  
In Commerce: DEC 01, 1997

**Last Reported Owner:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Registrant:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Filing Correspondent:**

JOHN E. HOPE  
LAW OFFICES OF JOHN E HOPE  
801 S FIGUEROA ST  
LOS ANGELES CA 90017-2573

**MASTERS OF  
KARATE**

**MASTERS OF KARATE**

**Status:** REGISTERED  
USE APPLICATION - CURRENT

**USPTO Status:** REGISTERED  
**USPTO Status Date:** OCT 15, 2002

**Chronology:**

**Filed:** JUN 18, 2001                      **Serial Number:** 76-273,219  
**Published For Opposition:** FEB 05, 2002  
**Registered:** OCT 15, 2002              **Registration Number:** 2,637,166

**Goods/Services:**

**International Class 16:** MAGAZINE IN THE FIELD OF MARTIAL ARTS  
**First Used:** JUN 01, 2001 (INTL. CL. 16)  
**In Commerce:** JUN 01, 2001

**Last Reported Owner:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Registrant:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Disclaimers:**

"KARATE"

**Filing Correspondent:**

JOHN E. HOPE  
LAW OFFICES OF JOHN E. HOPE  
801 S FIGUEROA ST STE 1100  
LOS ANGELES CA 90017-5503

**PAINTBALL  
MAGAZINE**

**PAINTBALL MAGAZINE**

**Status:** REGISTERED  
SECTION 2(F)  
USE APPLICATION - CURRENT

**USPTO Status:** REGISTERED  
**USPTO Status Date:** AUG 06, 2002

**Chronology:**

**Filed:** FEB 20, 2001                      **Serial Number:** 76-211,698  
**Published For Opposition:** MAY 14, 2002  
**Registered:** AUG 06, 2002              **Registration Number:** 2,604,108

**Goods/Services:**

**International Class 16:** MAGAZINE IN THE FIELD OF OUTDOOR  
GAMES  
**First Used:** DEC 21, 1988 (INTL. CL. 16)  
**In Commerce:** DEC 21, 1988

**Last Reported Owner:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Registrant:**

CFW ENTERPRISES, INC.  
CALIFORNIA CORPORATION  
4201 VANOWEN PLACE  
BURBANK, CALIFORNIA 91505

**Disclaimers:**

"MAGAZINE"

**Filing Correspondent:**

JOHN E HOPE  
LAW OFFICES OF JOHN E HOPE  
801 S FIGUEROA ST STE 1100  
LOS ANGELES CA 90017

## Typed Drawing

**Word Mark** **INSIDE KUNG-FU**  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: MAGAZINE IN THE FIELD OF MARTIAL ARTS. FIRST USE: 19730718. FIRST USE IN COMMERCE: 19730718  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 76212098  
**Filing Date** February 20, 2001  
**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** November 13, 2001  
**Registration Number** 2536289  
**Registration Date** February 5, 2002  
**Owner** (REGISTRANT) WONG, CURTIS F. INDIVIDUAL UNITED STATES 4201 Vanowen Place Burbank CALIFORNIA 91505  
**Attorney of Record** JOHN E. HOPE  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KUNG-FU" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE