

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giant Magazine, LLC		12/22/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Magazine One, Inc.		
Street Address:	5900 Princess Garden Parkway		
Internal Address:	8th Floor		
City:	Lanham		
State/Country:	MARYLAND		
Postal Code:	20706		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78559272	GIANT	
Serial Number:	78258399	GIANT	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202842-7800		
Email:	trademarks@cooley.com		
Correspondent Name:	Peter J. Willsey		
Address Line 1:	875 15th St., N.W., Suite 800		
Address Line 2:	The Bowen Building		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-2221		
ATTORNEY DOCKET NUMBER:	300294-201		
NAME OF SUBMITTER:	Peter J. Willsey		

CH \$65.00 78559272

Signature:

/Peter J. Willsey/

Date:

01/03/2007

Total Attachments: 2

source=GiantTRADEMARK ASSIGNMENT#page1.tif

source=GiantTRADEMARK ASSIGNMENT#page2.tif

TRADEMARK ASSIGNMENT

This Assignment, by and between Magazine One, Inc., a Delaware corporation and subsidiary of Radio One, Inc. ("Assignee"), and Giant Magazine LLC, a Delaware limited liability company ("Assignor"), is made effective as of this ___ day of December, 2006 (the "Effective Date").

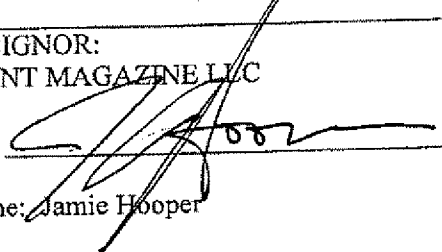
WHEREAS, Assignor owns the trademarks GIANT and GIANT MAGAZINE, as well as any variations and/or stylizations thereof, as used in connection with printed and on-line publications in the fields of lifestyle, entertainment, sports, music, style, health, travel, photographs, and men's topics, and related services (collectively, the "GIANT Marks");

WHEREAS, Assignor owns federal trademark applications Ser. Nos. 78/559,272 and 78/258,399 for the trademark GIANT (the "Trademark Applications"); and

WHEREAS, through this Assignment, Assignor seeks to assign, transfer, and convey to Assignee all right, title, and interest to the GIANT Marks, including all associated goodwill and the Trademark Applications.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all right, title, and interest in and to the GIANT Marks and the Trademark Applications, together with the goodwill of the business associated therewith and symbolized thereby.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below and to be effective as of the Effective Date. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR: GIANT MAGAZINE LLC	ASSIGNEE: MAGAZINE ONE, INC.
By: 	By: _____
Name: Jamie Hooper	Name: Linda J. Eckard Vilardo
Title: President	Title: Vice-President and Assistant Secretary
Date: December 22, 2006	Date: December 22, 2006

TRADEMARK ASSIGNMENT

This Assignment, by and between Magazine One, Inc., a Delaware corporation and subsidiary of Radio One, Inc. ("Assignee"), and Giant Magazine LLC, a Delaware limited liability company ("Assignor"), is made effective as of this ___ day of December, 2006 (the "Effective Date").

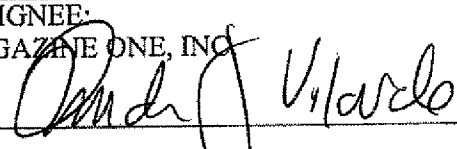
WHEREAS, Assignor owns the trademarks GIANT and GIANT MAGAZINE, as well as any variations and/or stylizations thereof, as used in connection with printed and on-line publications in the fields of lifestyle, entertainment, sports, music, style, health, travel, photographs, and men's topics, and related services (collectively, the "GIANT Marks");

WHEREAS, Assignor owns federal trademark applications Ser. Nos. 78/559,272 and 78/258,399 for the trademark GIANT (the "Trademark Applications"); and

WHEREAS, through this Assignment, Assignor seeks to assign, transfer, and convey to Assignee all right, title, and interest to the GIANT Marks, including all associated goodwill and the Trademark Applications.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all right, title, and interest in and to the GIANT Marks and the Trademark Applications, together with the goodwill of the business associated therewith and symbolized thereby.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below and to be effective as of the Effective Date. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR: GIANT MAGAZINE LLC	ASSIGNEE: MAGAZINE ONE, INC
By: _____	By: 
Name: Jamie Hooper	Name: Linda J. Eckard Viardo
Title: President	Title: Vice-President and Assistant Secretary
Date: December 22, 2006	Date: December 22, 2006