

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alpha Media Group Inc.		08/14/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as collateral agent		
<b>Street Address:</b>	ELEVEN MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3206793	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)715-8055		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-715-9100		
<b>Email:</b>	lvellut@kramerlevin.com		
<b>Correspondent Name:</b>	Kramer Levin Naftalis & Frankel LLP		
<b>Address Line 1:</b>	1177 Avenue of the Americas		
<b>Address Line 2:</b>	c/o Laetitia Vellut, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	059618-00011		
<b>NAME OF SUBMITTER:</b>	Laetitia Vellut		
<b>Signature:</b>	/Laetitia Vellut/		
<b>Date:</b>	11/07/2008		

CH \$40.00 3206793

**Total Attachments: 9**

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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of August 14, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse, Cayman Islands Branch ("*Credit Suisse*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Alpha Media Group Inc., a Delaware corporation, is a party to the First Lien Senior Secured Credit Agreement dated as of August 14, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Credit Suisse, as L/C Issuer, Administrative Agent and Collateral Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement, each Grantor has executed and delivered that certain First Lien Guarantee and Collateral Agreement dated as of August 14, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the U.S. Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "*Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of such Grantor's Obligations:

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) 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; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

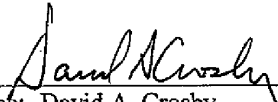
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Any inconsistency, ambiguity or conflict between this IP Security Agreement and the Guarantee and Collateral Agreement shall be resolved in the following order of precedence (with (i) having the highest priority): (i) Guarantee and Collateral Agreement, and (ii) IP Security Agreement.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALPHA MEDIA GROUP INC.

By   
Name: David A. Crosby  
Title: Secretary

DENNIS PUBLISHING, INC.

By   
Name: Robert K. Brownridge  
Title: Chief Executive Officer

Address for Notices:

Alpha Media Group Inc.  
375 Park Ave  
New York, NY 10152

Dennis Publishing, Inc.  
1040 Avenue of the Americas  
New York, NY 10018

**Schedule A**

**Patents**

None.

**Schedule B**

**Trademarks**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
Alpha Media Group Inc.	U.S.A.	"M" Logo Device	2,922,400			02/01/2005
Alpha Media Group Inc.	U.S.A.	"M" Logo Device	3,163,953			10/24/2006
Alpha Media Group Inc.	U.S.A.	"M" Logo Device	3,228,649			04/10/2007
Alpha Media Group Inc.	U.S.A.	"M" Logo Device	3,206,793			02/06/2007
Alpha Media Group Inc.	U.S.A.	MAXIM	2,072,696			06/17/1997
Alpha Media Group Inc.	U.S.A.	MAXIM	3,127,276			09/08/2006
Alpha Media Group Inc.	U.S.A.	MAXIM	3,228,647			04/10/2007
Alpha Media Group Inc.	U.S.A.	MAXIM	2,449,119			05/08/2001
Alpha Media Group Inc.	U.S.A.	MAXIM	3,261,379			07/10/2007
Alpha Media Group Inc.	U.S.A.	MAXIM BOOKS	2,600,504			07/30/2002
Alpha Media Group Inc.	U.S.A.	MAXIM CASINO	3,085,737			04/25/2006
Alpha Media Group Inc.	U.S.A.	MAXIM GOES TO THE MOVIES	2,902,970			11/16/2004
Alpha Media Group Inc.	U.S.A.	MAXIM LIVING	3,124,536			09/01/2006
Alpha Media Group Inc.	U.S.A.	MAXIM LIVING	2,988,285			09/23/2005
Alpha Media Group Inc.	U.S.A.	MAXIM MAGAZINE	2,976,807			07/26/2005
Alpha Media Group Inc.	U.S.A.	MAXIM ONLINE	2,449,110			05/08/2001
Alpha Media Group Inc.	U.S.A.	MAXIMONLINE .COM	2,565,895			04/30/2002

Alpha Media Group Inc.	U.S.A.	MAXIM RADIO	2,976,481		07/26/2005
Alpha Media Group Inc.	U.S.A.	MAXIM RADIO	3,068,330		03/14/2006
Alpha Media Group Inc.	U.S.A.	MAXIM TV	2,976,337		07/26/2005
Alpha Media Group Inc.	U.S.A.	MAXIM TV	2,983,401		09/09/2005
Alpha Media Group Inc.	U.S.A.	MISS MAXIM	3,228,883		04/10/2007
Alpha Media Group Inc.	U.S.A.	CLUB MAXIM		78/359,239	01/29/2004
Alpha Media Group Inc.	U.S.A.	CLUB MAXIM		78/644,665	06/06/2005
Alpha Media Group Inc.	U.S.A.	FACE OF MAXIM		77/183,372	05/17/2007
Alpha Media Group Inc.	U.S.A.	MAXIM		76/468,369	11/18/2002
Alpha Media Group Inc.	U.S.A.	MAXIM		78/214,573	02/13/2003
Alpha Media Group Inc.	U.S.A.	MAXIM		78/493,595	10/02/2004
Alpha Media Group Inc.	U.S.A.	MAXIM		78/495,780	10/06/2004
Alpha Media Group Inc.	U.S.A.	MAXIM		76/240,814	04/16/2001
Alpha Media Group Inc.	U.S.A.	MAXIM		78/586,278	03/14/2005
Alpha Media Group Inc.	U.S.A.	MAXIM		78/768,015	12/06/2005
Alpha Media Group Inc.	U.S.A.	MAXIM		76/468,372	11/18/2002
Alpha Media Group Inc.	U.S.A.	MAXIM		78/687,197	09/06/2005
Alpha Media Group Inc.	U.S.A.	MAXIM		78/687,196	09/06/2005
Alpha Media Group Inc.	U.S.A.	MAXIM COMEDY ALL STARS		77/152,322	04/09/2007
Alpha Media Group Inc.	U.S.A.	MAXIM ENTERTAINMENT NETWORK		77/035,058	11/02/2006
Alpha Media Group Inc.	U.S.A.	MAXIM FILMS		77/022,343	10/16/2006



Alpha Media Group Inc.	U.S.A.	MAXIM GRILL	78/687,198	09/06/2005
Alpha Media Group Inc.	U.S.A.	MAXIM GRILL	78/816,737	02/16/2006
Alpha Media Group Inc.	U.S.A.	MAXIM HOTEL	78/371,631	02/20/2004
Alpha Media Group Inc.	U.S.A.	MAXIM HOTEL AND CASINO	78/363,739	02/06/2004
Alpha Media Group Inc.	U.S.A.	MAXIM LIVING	78/493,596	10/02/2004
Alpha Media Group Inc.	U.S.A.	MAXIM LOUNGE	78/341,754	12/17/2003
Alpha Media Group Inc.	U.S.A.	MAXIM LOUNGE	78/644,668	06/06/2005
Alpha Media Group Inc.	U.S.A.	MAXIM MILLION DOLLAR BABES	78/591,364	03/21/2005
Alpha Media Group Inc.	U.S.A.	MAXIM MILLION DOLLAR BABES	78/634,932	05/23/2005
Alpha Media Group Inc.	U.S.A.	MAXIM PRIME	78/820,846	02/22/2006
Alpha Media Group Inc.	U.S.A.	MAXIM SPORTS BARS	76/057,667	05/26/2000
Alpha Media Group Inc.	U.S.A.	MAXIM STEAK	78/797,175	01/23/2006
Alpha Media Group Inc.	U.S.A.	MAXIM STEAKHOUSE	78/687,199	09/06/2005
Alpha Media Group Inc.	U.S.A.	MAXIM'S MEN OF COMEDY	77/021,181	10/13/2006
Alpha Media Group Inc.	U.S.A.	MAXIM'S MOST AWESOME AWARDS	78/940,504	07/28/2006
Alpha Media Group Inc.	U.S.A.	MAXIM'S WOMEN OF COMEDY	77/021,183	10/13/2006
Alpha Media Group Inc.	U.S.A.	MAXIM'S WOMEN OF THE YEAR	77/002,851	09/19/2006
Alpha Media Group Inc.	U.S.A.	MEN	76/341,506	11/26/2001
Alpha Media Group Inc.	U.S.A.	BLENDER	1,957,138	02/20/1996
Alpha Media Group Inc.	U.S.A.	BLENDER	3,195,851	01/09/2007
Alpha Media Group Inc.	U.S.A.	BLENDER	3,106,578	06/20/2006

Alpha Media Group Inc.	U.S.A.	BLENDER	3,106,577		06/20/2006
Alpha Media Group Inc.	U.S.A.	BLENDER		78/495,784	10/06/2004
Alpha Media Group Inc.	U.S.A.	BLENDER THEATER		77/141,457	03/27/2007
Alpha Media Group Inc.	U.S.A.	STUFF	2,191,323		10/22/1998
Alpha Media Group Inc.	U.S.A.	STUFF'S STARLETS	3,242,065		05/15/2007
Alpha Media Group Inc.	U.S.A.	STUFF VIP TRAVEL	3,263,008		07/10/2007
Alpha Media Group Inc.	U.S.A.	STUFF CASINO		78/927,315	07/12/2006
Alpha Media Group Inc.	U.S.A.	STUFF HOTEL		78/873,312	05/01/2006
Alpha Media Group Inc.	U.S.A.	STUFF LEGENDS		77/028,583	10/24/2006
Alpha Media Group Inc.	U.S.A.	STUFF LEGENDS		78/927,313	07/12/2006
Alpha Media Group Inc.	U.S.A.	STUFF LODGE		77/167,078	04/27/2007
Alpha Media Group Inc.	U.S.A.	STUFF LODGE		77/167,077	4/27/2007
Alpha Media Group Inc.	U.S.A.	THE BEST THING TO HAPPEN TO MEN SINCE WOMEN	2,165,852		06/16/1998
Alpha Media Group Inc.	U.S.A.	DENNIS DIGITAL		78/759,007	11/22/2005
Alpha Media Group Inc.	U.S.A.	IT'S BAD - REALLY, REALLY BAD!		78/411,700	04/30/2004
Alpha Media Group Inc.	U.S.A.	K-MAXX!		78/411,698	04/30/2004
Dennis Publishing, Inc.	U.S.A.	CIRCUS MAXIMUS	2,270,012		06/18/2001
Dennis Publishing, Inc.	U.S.A.	FALLACY BASEBALL	2,847,369		06/01/2004
Dennis Publishing, Inc.	U.S.A.	HOMETOWN HOTTIES	2,786,595		11/25/2003
Dennis Publishing, Inc.	U.S.A.	MAN'S NATURAL HABITAT	3,016,356		11/15/2005

Dennis Publishing, Inc.	U.S.A.	THE ULTIMATE GUIDE TO MUSIC AND MORE	3,082,311		04/18/2006
Dennis Publishing, Inc.	U.S.A.	THE ULTIMATE MUSIC MAGAZINE	3,115,517		07/11/2006
Dennis Publishing, Inc.	U.S.A.	URBAN OPEN	2,738,091		07/15/2003
Dennis Publishing, Inc.	U.S.A.	HOMETOWN HOTTIES	78/316,122	10/20/2003	
Dennis Publishing, Inc.	U.S.A.	HOT RIGHT NOW!	77/021,198	10/13/2006	
Dennis Publishing, Inc.	U.S.A.	MILLION DOLLAR BABES	78/645,010	06/07/2005	
Dennis Publishing, Inc.	U.S.A.	MILLION DOLLAR BABES	78/645,016	06/07/2005	
Dennis Publishing, Inc.	U.S.A.	MILLION DOLLAR BABES	78/645,018	06/07/2005	
Dennis Publishing, Inc.	U.S.A.	ROCK & ROLL BABYLON	78/644,992	06/07/2005	
Dennis Publishing, Inc.	U.S.A.	ROCK & ROLL BABYLON	78/644,999	06/07/2005	
Dennis Publishing, Inc.	U.S.A.	SWAGGER	78/926,198	07/10/2006	
Dennis Publishing, Inc.	U.S.A.	TOYS FOR BIGGER BOYS	77/063/949	12/14/2006	
Dennis Publishing, Inc.	U.S.A.	THE BATHROOM TAPES	78/619,510	4/28/2005	
Dennis Publishing, Inc.	U.S.A.	WHO'S HOT NOW	77/021,199	10/13/2006	
Dennis Publishing, Inc.	U.S.A.	YOUR MUSIC BUDDY	77/107,870	04/11/2007	
Alpha Media Group Inc.	U.S.A.	INSPIRED INTERACTIVE	2,685,340		02/11/2003