

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alpha Media Group Inc.		07/15/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Credit Suisse, Cayman Islands Branch, as collateral agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77499446	BEACH WATCH
Serial Number:	77499551	BEACH WATCH
Serial Number:	77365125	MAXIM LOUNGE
Serial Number:	77298903	MAXIM DIGITAL
Serial Number:	77472776	STUFF
Serial Number:	77473337	MAXIM HOTEL AND RESORT
Serial Number:	77473309	MAXIM
Serial Number:	77307940	BLENDER LIVE
Serial Number:	77694099	MAXIM SPORTS BAR
Serial Number:	77694102	CLUB MAXIM
Serial Number:	77691269	MAXIM
Serial Number:	77691270	MAXIM
Serial Number:	78468397	TUTTI CUTI

**CORRESPONDENCE DATA**

**900138795**

**TRADEMARK  
 REEL: 004025 FRAME: 0573**

**CH \$340.00 77499446**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Correspondent Name: Scott Kareff, Esq.  
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Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.1005
NAME OF SUBMITTER:	Scott Kareff, Esq. (014951.1005)
Signature:	/kc for smk/
Date:	07/16/2009

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**  
**(ALPHA MEDIA GROUP INC.)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated as of July 15, 2009, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Credit Suisse, Cayman Islands Branch ("*Credit Suisse*"), as collateral agent (the "*Collateral Agent*") for the Lenders (as defined in the Credit Agreement referred to below). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement or IP Security Agreement (such terms as defined below), as applicable.

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 by the Amended and Restated First Lien Senior Secured Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Credit Suisse, as Administrative Agent and Collateral Agent and the Lenders party thereto.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered (a) that certain First Lien Guarantee and Collateral Agreement, dated as of August 14, 2007, as amended by the First Amendment to First Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and (b) that certain Intellectual Property Security Agreement, dated as of August 14, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders 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 "*Additional 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) all 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Guarantee and Collateral Agreement. Schedule VI to the Guarantee and Collateral Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The 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 Additional 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 Supplement and the Guarantee and Collateral Agreement shall be resolved in the following order or precedence (with (i) having the highest priority): (i) Guarantee and Collateral Agreement, and (ii) IP Security Agreement Supplement.

SECTION 6. Reaffirmation and Confirmation.

(i) The Grantor hereby absolutely, unconditionally and irrevocably confirms, agrees and reaffirms that the security interest granted to the Collateral Agent, for the benefit of the Lenders, pursuant to the IP Security Agreement in all of its right, title, and interest in all then existing and thereafter acquired or arising Collateral


described therein, in order to secure prompt payment and performance of the Obligations, is continuing and is unimpaired and constitutes a first priority security interest (subject only to Permitted Liens) in favor of the Collateral Agent, for the benefit of the Lenders, with the same force, effect and priority in effect both immediately prior to and after entering into this Agreement, the Credit Agreement and the other Loan Documents entered into on or as of the date hereof.

(ii) The Grantor hereby absolutely, unconditionally and irrevocably: (A) acknowledges and consents to this IP Security Agreement Supplement, (B) acknowledges and reaffirms its obligations under the IP Security Agreement and the Guarantee and Collateral Agreement, (C) acknowledges and reaffirms that the Guarantee and Collateral Agreement and the IP Security Agreement are, and shall continue to be, in full force and effect, and the Guarantee and Collateral Agreement and IP Security Agreement are hereby ratified and confirmed in all respects, and (D) agrees to continue to comply with, and be subject to, all of the terms, provisions, conditions, covenants, agreements and obligations applicable to it in the Guarantee and Collateral Agreement and the IP Security Agreement, each of which remains in full force and effect. The Grantor acknowledges that the Collateral Agent and the Lenders are relying upon this reaffirmation contained herein in executing and delivering the Amended and Restated First Lien Credit Agreement.

SECTION 7. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement 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: STEPHEN C. DUGGAN  
Title: CEO

Address for Notices:  
Alpha Media Group Inc.  
1040 Avenue of the Americas  
New York, NY 10018  
Attn: Stephen Duggan

**Schedule A**

Patents and Patent Applications

None.

SRZ-10912683.6

**TRADEMARK**  
**REEL: 004025 FRAME: 0579**

**Schedule B**

Trademark and Service Mark Registrations

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
Beach Watch	77499446	June 16, 2008
Beach Watch	77499551	June 16, 2008
Maxim Lounge	77365125	Jan. 6, 2008
Maxim Digital	77298903	Oct. 8, 2007
STUFF	77472776	May 13, 2008
Maxim Hotel and Resort	77473337	May 13, 2008
MAXIM	77473309	May 13, 2008
Blender Live	77307940	Oct. 18, 2007
Maxim Sports Bar	77694099	March 18, 2009
Club Maxim	77694102	March 18, 2009
Maxim	77691269	March 15, 2009
Maxim	77691270	March 15, 2009
Tutti Cuti <sup>1</sup>	78468397	August 17, 2004

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<sup>1</sup> A gap exists in the chain of title at the USPTO which must be corrected post closing - USPTO records indicate the Registrant is Santoro, Lucio and Santoro, Meera, a UK partnership, however an assignment is on record transferring this mark from Felix Dennis to Alpha Media Group Inc.



**Schedule C**

Copyrights

None.

SRZ-10912683.6