

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		06/24/2011	Bank: NEW YORK

RECEIVING PARTY DATA

Name:	TWCC Holding Corp.
Street Address:	300 Interstate North Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: VIRGINIA

Name:	The Weather Channel, Inc.
Street Address:	300 Interstate North Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: GEORGIA

Name:	WSI Corporation
Street Address:	400 Minuteman Road
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810
Entity Type:	CORPORATION: MASSACHUSETTS

Name:	Enterprise Electronics Corporation
Street Address:	128 South Industrial Boulevard
City:	Enterprise
State/Country:	ALABAMA

OP \$40.00 1925906

Postal Code:	36330
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1925906	TWC

CORRESPONDENCE DATA

Fax Number: (404)541-3372
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-6500
Email: tadmin@kilpatricktownsend.com
Correspondent Name: William H. Brewster
Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	W2100/176242
NAME OF SUBMITTER:	Christine P. James
Signature:	/christine p. james/
Date:	07/13/2011

Total Attachments: 6

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PARTIAL RELEASE OF COLLATERAL

This Partial Release of Collateral ("Release"), dated as of June 24, 2011, is entered into by Deutsche Bank Trust Company America, as Agent (as defined below), TWCC Holding Corp., a Virginia corporation, as Borrower (as defined below) and The Weather Channel, LLC, a Georgia limited liability company, as Assignor (as defined below).

1. Reference to Credit Agreement and Security Agreements. Reference is hereby made to (i) that certain Security Agreement, dated as of September 12, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the grantors identified therein and Deutsche Bank Trust Company Americas, as Collateral Agent for the Secured Parties (in such capacity, the "Agent"), (ii) that certain Trademark Security Agreement, dated as of September 12, 2008, as filed at the United States Patent and Trademark Office on September 16, 2008 at Reel/Frame 003853/0737, as supplemented by that certain Trademark Security Agreement Supplement, dated as of March 17, 2010, as filed at the United States Patent and Trademark Office on March 22, 2010 at Reel/Frame 004171/0123 (collectively, as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements") among the grantors identified therein and the Agent, (iii) that certain Second Amended and Restated Credit Agreement, dated as of February 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TWCC Holding Corp., a Virginia corporation (the "Borrower"), the guarantors from time to time party thereto, the Agent, the lenders from time to time party thereto and the other agents named therein and (iv) that certain Trademark Assignment and Co-Existence Agreement, to be dated on or around July 2011 (the "Assignment Agreement"), by and between The Weather Channel, LLC, a wholly-owned subsidiary of the Borrower (the "Assignor") and the assignee named therein (the "Assignee"), in substantially the form attached hereto as Annex A. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement, the Security Agreement, the Trademark Security Agreements or the Assignment Agreement, as applicable, unless otherwise noted herein.

2. Borrower's Certification. The undersigned, in its capacity as a duly appointed officer of the Borrower, hereby certifies on behalf of the Borrower that (i) the Assignor intends to enter into the Assignment Agreement, pursuant to which the Assignor will assign to the Assignee certain rights title and interest to (a) the Mark (as defined in the Assignment Agreement) and (b) the Registration (as defined in the Assignment Agreement), in each case in accordance with the terms thereof (collectively, the "Transferred Asset"), which serves as collateral for the obligations of the Borrower to the Lenders under the Credit Agreement (the "Assignment"), (ii) the Assignment of the Transferred Asset to the Assignee is for no less than the fair market value of the property as required under Section 7.05 of the Credit Agreement, (iii) the Assignee requires that the Transferred Asset be assigned to the Assignee free and clear of any security interests, liens or encumbrances, (iv) as of the date of the execution and delivery of this Release by Deutsche Bank Trust Company Americas, in its capacity as Agent, and upon signing of the Assignment Agreement, the Assignment and the other transactions contemplated by the Assignment Agreement are permitted by Section 7.05(h) of the Credit Agreement, (v) as of the

date of the execution and delivery of this Release by Deutsche Bank Trust Company Americas, in its capacity as Agent, and upon the signing of the Assignment Agreement, no Default or Event of Default has occurred or will have occurred on the date of the signing of the Assignment Agreement as a result of the Assignment and the other transactions contemplated by the Assignment Agreement and (vi) the Agent's release, discharge and disclaimer, without covenant or warranty, express or implied, and without recourse to it, of each lien, security interest and other encumbrance of any kind in respect of the Transferred Asset created pursuant to the Credit Agreement or the Security Documents, and the filing of the Release are permitted by the Credit Agreement and the other Loan Documents (including, without limitation, Section 9.11 of the Credit Agreement and Section 6.13 of the Security Agreement).

3. Partial Release of Liens. In reliance on the representations set forth herein and without independent investigation, the Agent, upon the signing of the Assignment Agreement, hereby acknowledges that, without covenant or warranty, express or implied, and without recourse to it, each lien, security interest and other encumbrance of any kind in respect of the Transferred Asset created pursuant to the Credit Agreement or the Security Documents will be automatically released in accordance with Section 9.11 of the Credit Agreement and Section 6.13 of the Security Agreement. Except as set forth above, this Release does not release any lien in respect of the Borrower or any other Loan Party in favor of the Lenders pursuant to the Security Documents or any other Loan Document. In the event that the Assignment Agreement is not signed by September 30, 2011, this Release shall be null and void.

4. Further Assurances. The Agent irrevocably authorizes the Borrower, the Assignor and their counsel to file, upon the signing of the Assignment Agreement, in the name and on behalf of the Agent and any other Secured Party, (i) the UCC amendment statements set forth on Annex B hereto (which may be modified to reflect the terms of the final Assignment Agreement or as otherwise agreed between the Assignor and the Assignee in accordance with Section 3 thereof) (the "UCC Amendments") and (ii) this Release at the United States Patent and Trademark Office denominated as a "partial release" on the United States Patent and Trademark Office "Recordation Form Cover Sheet" or as the "Conveyance Type" if filed using the Electronic Trademark Assignment System to partially release the U.S. trademark registration to the extent set forth on Schedule I hereto (which Schedule I may be modified to reflect the terms of the final Assignment Agreement or as otherwise agreed between the Assignor and the Assignee in accordance with Section 3 thereof). The Agent agrees, upon the signing of the Assignment Agreement, to authorize, execute and deliver to the Borrower each instrument, notice, release, agreement or certificate as the Borrower or the Assignor may reasonably request from time to time to more fully effectuate or evidence the releases set forth herein. The filing of the UCC Amendments and this Release at the United States Patent and Trademark Office to release the U.S. trademark registration set forth on Schedule I hereto (which Schedule I may be modified to reflect the terms of the final Assignment Agreement or as otherwise agreed between the Assignor and the Assignee in accordance with Section 3 thereof) prior to the signing of the Assignment Agreement shall constitute an Event of Default under the Credit Agreement and Security Agreement.

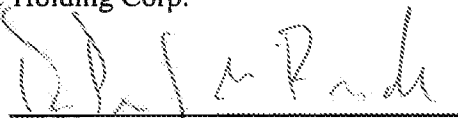
5. Miscellaneous. Each of the Credit Agreement and the Security Agreement is confirmed as being in full force and effect. This Release may be executed in any number of counterparts which together shall constitute one instrument, and shall bind and ensure to the benefit of the parties and their respective permitted successors and assigns. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

Each of the undersigned has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

TWCC Holding Corp.

By:

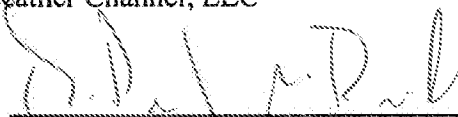


Name: R. Perley McBride

Title: Vice President and Assistant Secretary

The Weather Channel, LLC

By:



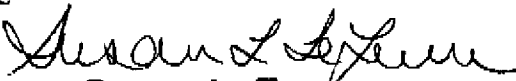
Name: R. Perley McBride

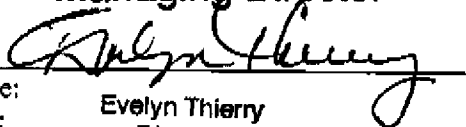
Title: Treasurer and Assistant Secretary

[Release]

The foregoing is hereby agreed to and accepted:

Deutsche Bank Trust Americas Company,
as Agent

By: 
Name: Susan LeFevre
Title: Managing Director

By: 
Name: Evelyn Thierry
Title: Director

[Release]

** TOTAL PAGE.02 **

TRADEMARK
REEL: 004581 FRAME: 0243

Schedule I
Trademark Registration

MARK	STATUS	SERIAL NO. FILING DATE	REG. NO. REG. DATE	OWNER	CLASS / DESCRIPTION
TWC	Registered	74513649 April 18, 1994	1925906 October 10, 1995	The Weather Channel, LLC	38 Television broadcasting services that are not primarily related to weather, meteorology or climatology 41 Television programming services that are not primarily related to weather, meteorology or climatology