

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch		09/08/2011	Bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hanley-Wood, LLC		
<b>Doing Business As:</b>	DBA Hanley Wood, LLC and Hanley Wood		
<b>Street Address:</b>	One Thomas Circle, Suite 600		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20005		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2708175	PRO AV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)457-6315		
<b>Phone:</b>	202-457-6030		
<b>Email:</b>	kagee@pattonboggs.com, dlodge@pattonboggs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Deborah M. Lodge		
<b>Address Line 1:</b>	2550 M Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	023714.0138 PRO AV		
<b>NAME OF SUBMITTER:</b>	Deborah M. Lodge		
<b>Signature:</b>	/Deborah M. Lodge/		

OP \$40.00 2708175

Date:

10/05/2011

**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made this 8<sup>th</sup> day of September, 2011, by Credit Suisse AG, Cayman Islands Branch, a Swiss Bank located at Eleven Madison Avenue, New York, New York 10010, as administrative agent (the "Assignor"), in favor of Hanley-Wood, LLC (d/b/a "Hanley Wood, LLC" and "Hanley Wood"), a Delaware limited liability company, located at One Thomas Circle, Suite 600, Washington DC, 20005 (the "Assignee").

**WHEREAS**, reference is made to (i) that certain Trademark Security Agreement, dated as of August 21, 2005, by and among FSC HOLDINGS, LLC, a Delaware limited liability company, FSC ACQUISITION, LLC, a Delaware limited liability company and each Subsidiary identified on Schedule I thereto, and the Assignor (as amended to date, the "Original Trademark Security Agreement"), (ii) that certain Supplement to Trademark Security Agreement, dated January 7, 2011, between Assignee and Assignor, which was recorded in the United States Patent and Trademark Office ("USPTO") on February 21, 2011 at Reel 4467/Frame 0141 (the "Trademark Security Agreement Supplement" and, together with the Original Trademark Security Agreement, the "Trademark Security Agreement"), (iii) that certain Copyright Security Agreement, dated as of August 21, 2005, by and among FSC HOLDINGS, LLC, a Delaware limited liability company, FSC ACQUISITION, LLC, a Delaware limited liability company and each Subsidiary identified on Schedule I thereto (the "Original Copyright Security Agreement"), and (iv) that certain Supplement to Copyright Security Agreement, dated January 7, 2011, between Assignee and Assignor (the "Copyright Agreement Supplement" and, together with the Original Copyright Security Agreement, the "Copyright Security Agreement");

**WHEREAS**, pursuant to the Trademark Security Agreement and the related Guarantee and Collateral Agreement, the Assignee granted to the Assignor, its permitted successors and assigns, for the benefit of the Secured Parties, as security for the payment in full of the Obligations, a security interest in

all of their respective right, title and interest in or to any and all of the Trademarks on the Schedules thereto, including the registered Trademark on Exhibit A hereto (the “Released Trademark Collateral”);

**WHEREAS**, pursuant to the Copyright Security Agreement and the related Guarantee and Collateral Agreement, the Assignee granted to Assignor, its permitted successors and assigns, for the benefit of the Secured Parties, as security for the payment in full of the Obligations, a security interest in all of their respective right, title and interest in or to any and all of the registered copyrights and copyright applications on the Schedules thereto, including the registered copyrights on Exhibit A hereto (the “Released Copyright Collateral” and, together with the Released Trademark Collateral, the “Released IP Collateral”);

**WHEREAS**, pursuant to a certain Asset Purchase Agreement, dated September 8, 2011 (the “Asset Purchase Agreement”), by and between New Bay Media LLC and Hanley Wood, LLC, Hanley Wood, LLC agreed to sell to New Bay Media LLC, all of Hanley Wood LLC and its subsidiaries’ right, title and interest in the Released IP Collateral, among other assets; and

**WHEREAS**, Assignor has agreed to release and terminate its security interest in the Released IP Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used in this Release and not otherwise defined herein shall have the respective meanings specified in the Trademark Security Agreement and/or the Copyright Security agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Release.

2. The Assignor hereby releases and terminates any and all of its security interests in and to the Released IP Collateral. Further, the Assignor understands and agrees that that this Release may be recorded by the Assignee with the USPTO and the United States Copyright Office and any other similar office or agency throughout the world. The Assignor also agrees, if reasonably requested by the Assignee

and solely at the expense of the Assignee, to execute any other documents and take any further action reasonably necessary to effect the intent and purpose of this Release.

3. For the avoidance of doubt, the Assignor continues to maintain its security interest in all Collateral other than the Released IP Collateral. The provisions of the Guarantee and Collateral Agreement, the Trademark Security Agreement, and the Copyright Security Agreement shall, except as modified by this Release, continue in full force and effect. The Assignee hereby confirm, for the avoidance of doubt, that the security interest in all of Assignee's right, title and interest, in, to and under the Collateral (other than with respect to the Released Collateral) granted to the Assignor, for the benefit of the Secured Parties, continues as security to secure the payment in full of the Obligations.

4. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]



**EXHIBIT A**

**RELEASED IP COLLATERAL**

1. Trademark Registrations

Registration No. 2,708,175; "PRO AV"; US Patent & Trademark Office – Supplemental Register; Issue Date 4/15/03; Renewal Date 4/15/13

2. Copyright Registrations<sup>1</sup>

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
Pro AV, Vol. 21, Nos. 6, 7 and 8	TX0006053305	Oct. 14, 2004	Ascend Media, LLC
Pro AV, Vol. 21, Nos. 10, 11 and 12	TX0006124286	Feb. 9, 2005	Ascend Media, LLC
Pro AV, Vol. 22, Nos. 1, 2 and 3	TX0006123617	Mar. 23, 2005	Ascend Media, LLC
Pro AV, Vol. 22, Nos. 4, 5 and 6	TX0006181331	Jul. 7, 2005	Ascend Media, LLC
Pro AV, Vol. 22, Nos. 7, 8 and 9	TX0006131340	Jan. 24, 2006	Ascend Media, LLC
Pro AV, Vol. 22, Nos. 10, 11 and 12	TX0006265841	Jan. 24, 2006	Ascend Media, LLC
Pro AV, Vol. 23, Nos. 1, 2 and 3	TX0006397182	Jun. 29, 2006	Ascend Media, LLC
Pro AV, Vol. 23, Nos. 4, 5 and 6	TX0006481088	Aug. 30, 2006	Ascend Media, LLC
Pro AV, Vol. 23, Nos. 7, 8 and 9	TX0006506519	Jan. 22, 2007	Ascend Media, LLC
Pro AV, Vol. 23, Nos. 10, 11 and 12	TX0006614348	Mar. 23, 2007	Ascend Media, LLC
Pro AV, Vol. 24, No. 4	TX0006816206	Jul. 27, 2007	Hanley Wood, LLC
Pro AV, Vol. 24, No. 5	TX0006816209	Jul. 27, 2007	Hanley Wood, LLC
Pro AV, Vol. 24, No. 6	TX0006816213	Jul. 27, 2007	Hanley Wood, LLC
Pro AV, Vol. 24, No. 7	TX0006816219	Jul. 27, 2007	Hanley Wood, LLC
Pro AV, Vol. 24, No. 8	TX0007194910	Sep. 7, 2007	Hanley Wood
Pro AV, Vol. 24, No. 9	TX0006895497	Nov. 5, 2007	Hanley Wood, LLC
Pro AV, Vol. 24, No. 10	TX0006871938	Oct. 22, 2007	Hanley Wood, LLC
Pro AV, Vol. 24, No. 11	TX0006930966	Dec. 7, 2007	Hanley Wood, LLC
Pro AV, Vol. 24, No. 12	TX0007221699	Mar. 20, 2008	Hanley Wood
Pro AV, Vol. 25, No. 1	TX0007106825	Mar. 20, 2008	Hanley Wood
Pro AV, Vol. 25, No. 2	TX0007106881	Mar. 20, 2008	Hanley Wood
Pro AV, Vol. 25, No. 3	TX0007106835	Mar. 20, 2008	Hanley Wood
Pro AV, Vol. 25, No. 6	TX0007112330	Jun. 11, 2008	Hanley Wood
Pro AV, Vol. 25, No. 7	TX0007091660	Jul. 17, 2008	Hanley Wood
Pro AV, Vol. 25, No. 8	TX0007045695	Aug. 15, 2008	Hanley Wood

<sup>1</sup> The copyrights listed as being owned by Ascend Media, LLC have been assigned to Hanley-Wood, LLC and are in the process of being recorded as copyrights owned by Hanley-Wood, LLC.