

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		02/25/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	AEC One Stop Group, Inc.
Street Address:	4250 Coral Ridge Drive
City:	Coral Springs
State/Country:	FLORIDA
Postal Code:	33065
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	2174790	AMG ALL-MOVIE GUIDE
Serial Number:	75412954	ALL-BOOK GUIDE, CRITICS' GRADE A CHOICE
Registration Number:	2021163	ALL-GAME GUIDE, CRITICS' GRADE A CHOICE
Registration Number:	2018072	ALL-MEDIA GUIDE, CRITICS' GRADE A CHOICE
Registration Number:	2202651	ALL MUSIC GUIDE
Registration Number:	2076960	ALL-MUSIC GUIDE
Registration Number:	1718059	ALL-MUSIC GUIDE CRITICS' GRADE A CHOICE
Registration Number:	2206668	ALL MUSIC GUIDE
Registration Number:	1871150	ASTRO TALK
Registration Number:	1608906	ASTRO*CLOCK
Registration Number:	1868115	CHILD STAR
Registration Number:	2358245	EXPLORE MOVIES
Registration Number:	2400509	EXPLORE MUSIC
Serial Number:	75416646	FENG SHUI

CH \$1565.00 2174790

Registration Number:	2140852	
Serial Number:	75469591	MOVIE MAP
Serial Number:	74556561	MOVIE MAP
Registration Number:	2320323	MUSIC MAP
Registration Number:	2337309	MUSICVIEWS
Registration Number:	1997557	THE NEW AGE HOLISTIC ALTERNATIVES & NATURAL LIFESTYLES
Registration Number:	2064561	NEW AGE VOICES
Registration Number:	2386063	SIMPATICOS
Registration Number:	2016027	WINSTAR
Serial Number:	75589867	AMG ALL-COMICS GUIDE
Serial Number:	75592387	AMG ALL-MEDIA GUIDE
Serial Number:	75589866	AMG ALL-POSTER GUIDE
Serial Number:	75580896	AMG GUIDE TO ROCK ART
Serial Number:	75589865	GAME MAP
Serial Number:	75604312	TV TONITE
Registration Number:	2567762	AMG ALL-MEDIA GUIDE
Serial Number:	75692841	GAME MAP
Serial Number:	75532929	AMG ALL-GAME GUIDE
Serial Number:	75532927	AMG ALL-BOOK GUIDE
Serial Number:	75532928	AMG ALL-GAME GUIDE
Serial Number:	75532933	AMG ALL-MEDIA GUIDE
Serial Number:	75532932	AMG ALL-MEDIA GUIDE
Serial Number:	75532931	AMG ALL-MOVIE GUIDE
Serial Number:	75532930	AMG ALL-MOVIE GUIDE
Serial Number:	75469590	MOVIE MAP
Serial Number:	75478802	MOVIEVIEWS
Serial Number:	75469593	MUSIC MAP
Serial Number:	75469592	MUSIC MAP
Serial Number:	75478803	MUSICVIEWS
Serial Number:	75567236	THE STORE 24
Serial Number:	76053454	SQUARECURVE
Registration Number:	1666163	ABBNEY ROAD RECORD DIST.
Serial Number:	75832283	AEC ONE STOP GROUP
Serial Number:	75832539	AM2

Serial Number:	75832286	AM2PED
Registration Number:	2401942	AM2PED
Serial Number:	75832284	AMG
Serial Number:	76239928	AMG ALL GAME GUIDE
Registration Number:	2418753	AMG ALL-MEDIA GUIDE
Serial Number:	75692839	AMG ALL-POSTER GUIDE
Serial Number:	75692837	AMG GUIDE TO ROCK ART
Serial Number:	76235164	AMG SONICGUIDE
Serial Number:	76235163	AMG SONICGUIDE
Registration Number:	2397766	AMIGO! AEC MUSIC INDEX
Registration Number:	2404000	CDF CONSUMER DIRECT FULFILLMENT
Registration Number:	2393497	IDN INNOVATIVE DISTRIBUTION NETWORK
Registration Number:	2384353	TV TONITE!
Serial Number:	75832293	WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/sas for da/
Date:	03/02/2005

Total Attachments: 8
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation ("Releasor"), in favor of **AEC ONE STOP GROUP, INC.**, a Delaware corporation ("Releasee").

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 19, 1998 (as amended, replaced, superseded or otherwise modified from time to time, the "Credit Agreement") by and among Releasee, Releasor, as agent; the Persons named therein as Credit Parties; and the Persons signatory thereto from time to time as Lenders, Lenders agreed to make loans and other financial accommodations to Releasee and to incur Letter of Credit Obligations for the benefit of Releasee;

WHEREAS, Releasee and Releasor entered into that certain Security Agreement, dated as of August 19, 1998 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Trademark Security Agreement, dated August 19, 1998; that certain Trademark Security Agreement Supplement, dated April 27, 1999; that certain Second Trademark Security Agreement Supplement, dated December 28, 2000; and that certain Trademark Security Agreement Supplement, dated May 24, 2001 (all as amended, replaced, superseded or otherwise modified from time to time, collectively, the "Trademark Security Agreements") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party including those referred to on Schedule A, attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Releasee against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

WHEREAS, three of the Trademark Security Agreements were recorded at the United States Patent and Trademark Office at Reel 1773/Frame 0519 on August 24, 1998; Reel 2220/Frame 0143 on January 3, 2001; and at Reel 2354/Frame 0838 on August 21, 2001.

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement, the Trademark Security Agreements and/or any other agreement (the "Security Interest"); and

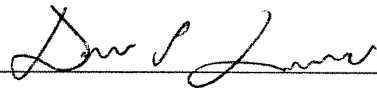
WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Trademark Security Agreements and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 25 day of FEBRUARY 2005.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: DENNIS P. LEONARD

Title: DULY AUTHORIZED SIGNATORY

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT

ss.:

COUNTY OF FALFIELD

On this 25th day of FEBRUARY 2005, before me, the undersigned, personally appeared DENNIS P. LEONARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[NOTARY SEAL]

TERYN L. HILL
NOTARY PUBLIC
COMMISSION EXPIRES OCT. 11, 2006

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Reg. No./Ser. No.</u>
AMG ALL-MOVIE GUIDE	2,174,790
ALL-BOOK GUIDE, CRITICS' GRADE A CHOICE	Pending → 75/412954
ALL-GAME GUIDE, CRITICS' GRADE A CHOICE	2,021,163
ALL-MEDIA GUIDE, CRITICS' GRADE A CHOICE	2,018,072
ALL MUSIC GUIDE	Pending → 75/295247 2202651
ALL-MUSIC GUIDE	2,076,960
ALL-MUSIC GUIDE CRITICS' GRADE A CHOICE	1,718,059
ALL MUSIC GUIDE	Pending → 2202651
ASTRO*TALK & DESIGN	1,871,150
ASTRO*CLOCK	1,608,906
CHILD*STAR	1,868,115
EXPLORE MOVIES	Pending → 2358245
EXPLORE MUSIC	Pending → 2400509
FENG SHUI	Pending → 75416646
HEART CENTER KTC LOGO	2,140,852
MOVIE MAP	Pending → 75469591
MOVIE MAP	Pending → 74556561
MOVIE VIEWS	Pending
MUSIC MAP	Pending → 2320323
MUSIC VIEWS	Pending → 2337309

THE NEW AGE HOLISTIC ALTERNATIVES & NATU	1,997,557
NEW AGE VOICES	2,064,561
SIMPATICOS	75/412,970 - 2,386,063
WINSTAR	2,016,027
AMG ALL-COMICS GUIDE	75/589,867
AMG ALL-MEDIA GUIDE	75/592,387
AMG ALL-POSTER GUIDE	75/589,866
AMG GUIDE TO ROCK ART	75/580,896
GAME MAP	75/589,865
TV TONITE	75/604,312
AMG ALL-COMICS GUIDE	Pending 75/589
AMG ALL-MEDIA GUIDE	Pending → 75/692,776
AMG ALL-POSTER GUIDE	Pending 75/692,839 → 75/589866 duplicate
AMG GUIDE TO ROCK ART	Pending 75/692,837 → 75/580896 duplicate
GAME MAP	Pending → 75/692,841
TV TONITE!	STET Pending 75/692,841 → 2,386,435
AMG ALL-GAME GUIDE	75/532,929
AMG ALL-BOOK GUIDE	75/532,927
AMG ALL-GAME GUIDE	75/532,928
AMO ALL MEDIA GUIDE	75/532,933
AMG ALL-MEDIA GUIDE	75/532,932
AMG ALL-MOVIE GUIDE	75/532,931
AMG ALL-MOVIE GUIDE	75/532,930
MOVIE MAP	75/469,590

MOVIE MAP	75/469,591 - duplicate
MOVIE VIEWS	75/478,802
MUSIC MAP	75/469,593
MUSIC MAP	75/469,592
MUSIC VIEWS	75/478,803
THE STORE 24 and Design	75/567,236
SQUARECURVE	Pending 76/053,454
ABBEY ROAD RECORD DIST.	1666163
AEC ONE STOP GROUP	75/832283
AM2 & DESIGN	75/832539
AM2PED & DESIGN	75/832286
AM2PED & DESIGN	2401942
AMG & DESIGN	75/832284
AMG ALL GAME GUIDE	76/239928
AMG ALL-GAME GUIDE	75/532929 duplicate
AMG ALL-MEDIA GUIDE	2418753
AMG ALL-POSTER GUIDE	75/692839
AMG GUIDE TO ROCK ART	75/692837
AMG SONICGUIDE	76/235164
AMG SONICGUIDE	76/235163
AMIGO! ABC MUSIC INDEX & DESIGN	2397766
CDF CONSUMER DIRECT FULFILLMENT & DESIGN	2404000
IDN INNOVATIVE DISTRIBUTION	2393497

NETWORK & DESIGN	
MOVIE MAP	Pending
MUSIC MAP	2320323 duplicate
THE STORE 24 & DESIGN	75/567236 duplicate
TV TONITE!	2384353
WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX & DESIGN	75/832293

NON-U.S. TRADEMARK REGISTRATION AND APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Reg. No./Ser. No.</u>
AEC ONE STOP GROUP	Brazil	823045471
AEC ONE STOP GROUP	Brazil	823045536
AMG ALL MUSIC GUIDE	Brazil	823045528
AMG ALL MUSIC GUIDE	Brazil	823045404
AMIGO! AEC MUSIC INDEX & DESIGN	Brazil	823045463
SQUARECURVE	UK	1,686,062 (UK)