

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
CFW Media LLC		08/15/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	3 Times Square		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	banking association: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2609146	ACTION PURSUIT GAMES	
Registration Number:	2563636	INSIDE KARATE	
Registration Number:	2506975	MARTIAL ARTS LEGENDS PRESENTS GRAPPLING	
Registration Number:	2637166	MASTERS OF KARATE	
Registration Number:	2604108	PAINTBALL MAGAZINE	
Registration Number:	2536289	INSIDE KUNG-FU	
CORRESPONDENCE DATA			
Fax Number:	(212)489-8340		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 603-6445		
Email:	robertdriscoll@dwt.com		
Correspondent Name:	Robert J. Driscoll		
Address Line 1:	1633 Broadway		
Address Line 2:	27th Floor		
Address Line 4:	New York, NEW YORK 10019		

CH \$165.00 2609146

NAME OF SUBMITTER:	Robert J. Driscoll
Signature:	/Robert J. Driscoll/
Date:	08/23/2005

Total Attachments: 10

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CFW MEDIA LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Apprise Enthusiast Media LLC, a Delaware limited liability company ("**Borrower**"), has entered into a Credit Agreement dated as of August 15, 2005 (said Credit Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**"), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bank of Montreal, Chicago Branch, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter into one or more Hedge Agreements with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, domain names, websites and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds

are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of August 2005.

CFW MEDIA LLC

By:

Name:

Title:



Charles McCuskey

Chairman

Schedule A

TRADEMARKS

All right, title and interest in and to any and all of Seller's imprints, titles, names, trade names, trademarks, trademark applications, and service marks including without limitation those US trademark registrations attached.

Six items attached.

**ACTION PURSUIT
GAMES**

ACTION PURSUIT GAMES

Status: REGISTERED
SECTION 2(F)
USE APPLICATION - CURRENT

USPTO Status: REGISTERED
USPTO Status Date: AUG 20, 2002

Chronology:

Filed: FEB 16, 2001 **Serial Number:** 76-211,419
Published For Opposition: MAY 28, 2002
Registered: AUG 20, 2002 **Registration Number:** 2,609,146

Goods/Services:

International Class 16: MAGAZINE IN THE FIELD OF OUTDOOR
GAMES
First Used: SEP 01, 1987 (INTL. CL. 16)
In Commerce: SEP 01, 1987

Last Reported Owner:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Registrant:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Filing Correspondent:

JOHN E. HOPE
LAW OFFICES OF JOHN E. HOPE
801 SOUTH FIGUEROA STREET
LOS ANGELES CA 90017

INSIDE KARATE

INSIDE KARATE

Status: REGISTERED
USE APPLICATION - CURRENT

USPTO Status: REGISTERED
USPTO Status Date: APR 23, 2002

Chronology:

Filed: JUN 18, 2001 **Serial Number:** 76-272,859
Published For Opposition: JAN 29, 2002
Registered: APR 23, 2002 **Registration Number:** 2,563,636

Goods/Services:

International Class 16: MAGAZINE IN THE FIELD OF MARTIAL ARTS
First Used: JAN 01, 1985 (INTL. CL. 16)
In Commerce: JAN 01, 1985

Last Reported Owner:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Registrant:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Disclaimers:

"KARATE"

Filing Correspondent:

JOHN E. HOPE
LAW OFFICES OF JOHN E. HOPE
801 SOUTH FIGUEROA STREET SUITE 1100
LOS ANGELES CA 90017

**MARTIAL ARTS
LEGENDS PRESENTS
GRAPPLING**

MARTIAL ARTS LEGENDS PRESENTS GRAPPLING

Status: REGISTERED
USE APPLICATION - CURRENT

USPTO Status: REGISTERED
USPTO Status Date: NOV 13, 2001

Chronology:

Filed: FEB 20, 2001 **Serial Number:** 76-211,697
Published For Opposition: AUG 21, 2001
Registered: NOV 13, 2001 **Registration Number:** 2,506,975

Goods/Services:

International Class 16: MAGAZINE IN THE FIELD OF SUBMISSION
FIGHTING AND MARTIAL ARTS
First Used: DEC 01, 1997 (INTL. CL. 16)
In Commerce: DEC 01, 1997

Last Reported Owner:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Registrant:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Filing Correspondent:

JOHN E. HOPE
LAW OFFICES OF JOHN E HOPE
801 S FIGUEROA ST
LOS ANGELES CA 90017-2573

**MASTERS OF
KARATE**

MASTERS OF KARATE

Status: REGISTERED
USE APPLICATION - CURRENT

USPTO Status: REGISTERED
USPTO Status Date: OCT 15, 2002

Chronology:

Filed: JUN 18, 2001 **Serial Number:** 76-273,219
Published For Opposition: FEB 05, 2002
Registered: OCT 15, 2002 **Registration Number:** 2,637,166

Goods/Services:

International Class 16: MAGAZINE IN THE FIELD OF MARTIAL ARTS
First Used: JUN 01, 2001 (INTL. CL. 16)
In Commerce: JUN 01, 2001

Last Reported Owner:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Registrant:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Disclaimers:

"KARATE"

Filing Correspondent:

JOHN E. HOPE
LAW OFFICES OF JOHN E. HOPE
801 S FIGUEROA ST STE 1100
LOS ANGELES CA 90017-5503

**PAINTBALL
MAGAZINE**

PAINTBALL MAGAZINE

Status: REGISTERED
SECTION 2(F)
USE APPLICATION - CURRENT

USPTO Status: REGISTERED
USPTO Status Date: AUG 06, 2002

Chronology:

Filed: FEB 20, 2001 **Serial Number:** 76-211,698
Published For Opposition: MAY 14, 2002
Registered: AUG 06, 2002 **Registration Number:** 2,604,108

Goods/Services:

International Class 16: MAGAZINE IN THE FIELD OF OUTDOOR
GAMES
First Used: DEC 21, 1988 (INTL. CL. 16)
In Commerce: DEC 21, 1988

Last Reported Owner:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Registrant:

CFW ENTERPRISES, INC.
CALIFORNIA CORPORATION
4201 VANOWEN PLACE
BURBANK, CALIFORNIA 91505

Disclaimers:

"MAGAZINE"

Filing Correspondent:

JOHN E HOPE
LAW OFFICES OF JOHN E HOPE
801 S FIGUEROA ST STE 1100
LOS ANGELES CA 90017

Typed Drawing

Word Mark **INSIDE KUNG-FU**
Goods and Services IC 016. US 002 005 022 023 029 037 038 050. G & S: MAGAZINE IN THE FIELD OF MARTIAL ARTS. FIRST USE: 19730718. FIRST USE IN COMMERCE: 19730718
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76212098
Filing Date February 20, 2001
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition November 13, 2001
Registration Number 2536289
Registration Date February 5, 2002
Owner (REGISTRANT) WONG, CURTIS F. INDIVIDUAL UNITED STATES 4201 Vanowen Place Burbank CALIFORNIA 91505
Attorney of Record JOHN E. HOPE
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KUNG-FU" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE