

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest/Security Agreement in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/13/2005	Collateral Agent:
RECEIVING PARTY DATA			
Name:	Ascend Media Holdings, LLC		
Street Address:	7015 College Boulevard		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2384333	HEALTHTECH	
Registration Number:	2329488	HEALTHTECHNET.COM	
Registration Number:	2812005	HEALTHTECHNET.COM THE ON-LINE INFORMATION SOURCE FOR THE HEALTHCARE TECHNOLOGY INDUSTRY	
Registration Number:	2394437	HEALTHTECH TODAY	
Registration Number:	2396612	HEALTHTECH TODAY	
CORRESPONDENCE DATA			
Fax Number:	(913)451-0875		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocketing@lathropgag.com		
Correspondent Name:	Gerald M. Kraai		
Address Line 1:	10851 Mastin Boulevard		
Address Line 2:	Building 82, Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210-1669		

CH \$140.00 2384333

900041047

TRADEMARK
REEL: 003237 FRAME: 0688

NAME OF SUBMITTER:	Aimee Britt
Signature:	/aimee britt/
Date:	01/31/2006
Total Attachments: 4 source=Ascend Release(1)#page1.tif source=Ascend Release(2)#page1.tif source=Ascend Release(3)#page1.tif source=Ascend Release(4)#page1.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEM **IS**

This Termination And Release of Security Interest In Trademarks is entered into as of October 13 2005 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Collateral Agent"), as administrative agent and collateral agent under that certain Amended and Restated First Lien Credit Agreement dated as of March 16, 2005 and Amended and Restated Second Lien Credit Agreement dated as March 16, 2005 (collectively, the "Credit Agreements") and ASCEND MEDIA HOLDINGS, LLC ("Debtor"), as a borrower under the Credit Agreements.

WITNESSETH:

WHEREAS, Debtor and Collateral Agent are parties to that certain First Lien Security Agreement and Second Lien Security Agreement, each dated as of January 31, 2005 (the "Security Agreements"), and that certain First Lien Intellectual Property Security Agreement and Second Lien Intellectual Property Security Agreement, each dated as of January 31, 2005 (the "IP Security Agreements"), and collectively with the Security Agreements, the "Collateral Agreements";

WHEREAS pursuant to the Collateral Agreements, Debtor granted Collateral Agent security interest in and to the Collateral (as defined in the Security Agreements) including, without limitation, those certain registered trademarks set forth in Schedule A (collectively, the "Trademarks"), which were recorded in the Trademark Division of the United States Patent and Trademark Office on February 11, 2005 at Reel 003119, Frame 0692 (for the first lien) and Reel 003125, Frame 0001 (for the second lien);

WHEREAS, the Debtor has informed the Collateral Agent that the Debtor is not the owner of the Trademarks and did not own the Trademarks at the time of the closing of the Credit Agreements. The Debtor has further informed the Collateral Agent that the actual owner of the Trademarks, American Healthtech, Inc., has requested that the Collateral Agent acknowledge that it does not have a security interest in the Trademarks and that it release and terminate any and all of its security interests, liens and encumbrances in the Trademarks.

NOW, THEREFORE, upon the terms set forth in this Termination and Release of Security Interest in Trademarks, the Collateral Agent and Debtor hereby agree as follows:

1. The Collateral Agent hereby acknowledges that it does not have a security interest in the Trademarks as of the date hereof.

2. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances in the Trademarks and hereby releases, discharges, quitclaims and relinquishes any and all right, title and interest in, to and under the Trademarks, including, without limitation, all registrations, applications, recordings and common law rights thereto; all renewals thereof; all income, license royalties, damages and payments now or hereafter due and/or payable with respect thereto; 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; all rights corresponding thereto throughout the world; and the goodwill connected with and symbolized by the foregoing.

3. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks to record this Termination and Release of Security Interest in Trademarks.

4. The Collateral Agent hereby agrees, at the expense of the Debtor, to duly execute, acknowledge, procure and deliver any further documents and do any other acts as may be reasonably necessary from time to time to effectuate and carry out the provisions and intent of this Termination and Release of Security Interest in Trademarks.

5. This Termination and Release of Security Interest in Trademarks may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. This Termination and Release of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the Collateral Agent and Debtor has caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WELLS FARGO BANK,
NATIONAL ASSOCIATION, as
Collateral Agent

By: Kyle R. Holte
Name: Kyle R. Holte
Title: Vice President

ASCEND MEDIA HOLDINGS,
LLC

By: Dan L. Altman
Name: DAN L. ALTMAN
Title: EUP & COO

Schedule A

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
HEALTHTECH	2,384,333	September 5, 2000
HEATHTECHNET.COM	2,329,488	March 14, 2000
HEATHTECHNET.COM (stylized)	2,812,005	February 10, 2004
HEALTHTECH TODAY	2,394,437	October 10, 2000
HEALTHTECH TODAY (stylized)	2,396,612	October 17, 2000