

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
Vibe Media Group LLC		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	76515023	BLAZE
Registration Number:	3038596	BLAZE
Serial Number:	78199461	BLAZE BATTLE
Registration Number:	2916980	BOOMSHOTS
Registration Number:	2916979	DOMEPiece
Registration Number:	2893970	DROPPIN' DIME
Serial Number:	78711675	MOBILE VIBE
Serial Number:	78632157	MVIBE
Serial Number:	76541276	PLAY
Registration Number:	2915738	PROPS
Registration Number:	2900923	SAY WORD
Registration Number:	2935757	START
Registration Number:	2915737	V FACE

CH \$815.00 76515023

Registration Number:	2915736	V FASHION
Registration Number:	2926225	V LIVE
Registration Number:	2926224	V STYLE
Serial Number:	78625633	VIBE
Registration Number:	1800105	VIBE
Registration Number:	2303664	VIBE
Registration Number:	2563930	VIBE
Registration Number:	2144655	VIBE
Registration Number:	2841002	VIBE
Registration Number:	2922158	VIBE CONFIDENTIAL
Serial Number:	78589519	VIBE MUSICFEST
Serial Number:	78851566	VIBE ON THE STREETS
Serial Number:	78851597	VIBE ON THE STREETS
Registration Number:	1819799	VIBE RECORDS
Serial Number:	78851632	VIBE REVOLUTIONS
Serial Number:	78851648	VIBE REVOLUTIONS
Serial Number:	78851662	VIBE REVOLUTIONS
Serial Number:	76612185	VIBE VIXEN
Registration Number:	2907411	VIBE'S 20 QUESTIONS

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-807-4350
Email: trademarks@bellboyd.com, shakim@bellboyd.com
Correspondent Name: Bell, Boyd & Lloyd LLC
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192-
NAME OF SUBMITTER:	Sana Hakim
Signature:	/sh/
Date:	08/23/2006

Total Attachments: 14
source=vibe capitalsource secy agr#page1.tif
source=vibe capitalsource secy agr#page2.tif
source=vibe capitalsource secy agr#page3.tif

source=vibe capitalsource secy agr#page4.tif
source=vibe capitalsource secy agr#page5.tif
source=vibe capitalsource secy agr#page6.tif
source=vibe capitalsource secy agr#page7.tif
source=vibe capitalsource secy agr#page8.tif
source=vibe capitalsource secy agr#page9.tif
source=vibe capitalsource secy agr#page10.tif
source=vibe capitalsource secy agr#page11.tif
source=vibe capitalsource secy agr#page12.tif
source=vibe capitalsource secy agr#page13.tif
source=vibe capitalsource secy agr#page14.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2006 (this "Agreement"), is made between VIBE MEDIA GROUP LLC (the "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, in its capacity as Agent for the Lender Parties (in such capacity, "Agent").

WITNESSETH:

A. Pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, Vibe Media Group Holdings LLC, a Delaware limited liability company ("Holdings"), the other Grantors, the other Persons, if any, named therein as Credit Parties, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), Lenders have agreed to make the Loans and incur or to purchase participations in Letter of Credit obligations on behalf of the Borrower.

B. In connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of June 30, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Grantor's obligations, liabilities and indebtedness arising under the Loan Documents to which such Grantor is a party.

C. As a condition precedent to Agent and Lenders entering into the Credit Agreement, and making Loans to and incurring or purchasing participations in Letter of Credit obligations on behalf of the Borrower, the Grantor is required to enter into this Agreement to secure the payment and performance of such Grantor's obligations, liabilities and indebtedness arising under the Loan Documents to which such Grantor is a party (the "Obligations").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. In order to secure the Obligations, the Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Agent, for its benefit and the ratable benefit of each other Lender Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of the Grantor's right, title and interest in and to (the "Trademark Collateral"):

- (a) all of its all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not or whether

registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark") and (iii) all goodwill associated with or symbolized by any of the foregoing;

(b) all Trademark Licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark License referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above, and to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark License, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License described in clause (b) above and all rights corresponding thereto;

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the indefeasible payment in full of all Obligations (other than contingent Obligations for which no claim giving rise thereto has been asserted) and the termination of all Commitments, Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its authorized officers as of the date first above written.

VIBE MEDIA GROUP LLC

By: 
Name: Sue Cho
Title: Vice President

CAPITALSOURCE FINANCE LLC, as Agent

By: _____
Name: _____
Title: _____

STATE OF New York)
)
COUNTY OF New York)

ss:

On this 25th day of June, 2006, before me, a Notary Public in and for the State of New York, in the County aforesaid, personally appeared E. Sue Cho, to me known to be the Vice President of Vibe Media Group LLC, a Delaware limited liability company, the limited liability company that executed the foregoing instrument, and upon oath did depose that he/she is the Vice President of said limited liability company as indicated after said signature, and that the limited liability company executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Joann M. Longobardi

NOTARY PUBLIC in and for said State and County
My commission expires:


JOANN M. LONGOBARDI
NOTARY PUBLIC, State of New York
NO. 02LO-5011418
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 19, 2007

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its authorized officers as of the date first above written.

VIBE MEDIA GROUP LLC

By: _____
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC, as Agent

By:  _____
Name: **Peggy Balsawer**
Title: **Associate General Counsel**
Corporate Finance

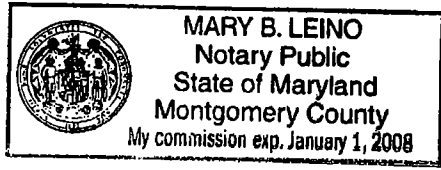
STATE OF Maryland)
COUNTY OF Montgomery

ss:

On this 28 day of June, 2006, before me, a Notary Public in and for the State of MD, in the County aforesaid, personally appeared Peggy Bakula to me known to be a ASSOC. Gen. Counsel-CFC of CapitalSource Finance LLC, a Delaware limited liability company, that executed the foregoing instrument, and upon oath did depose that he is a ASSOC. Gen. Counsel-CFC of said limited liability company as indicated after said signature, and that the limited liability company executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Mary B. Leino
NOTARY PUBLIC in and for said State and County
My commission expires: 11/1/08



Schedule I

List of Trademarks Service Marks and Trade Names

Item A.

Country	Trademark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Status
Canada	VIBE	800992	1/3/1996	526485	4/10/2000	16	Registered
Canada	VIBE	1163727	1/3/2003			16, 41	Pending
Canada	VIBE (Stylized)	1284250	12/22/2005			16, 41	Pending
European Union	BLAZE	839464	6/2/1998	839464	6/26/2000	16,25,41	Registered
European Union	VIBE	86009	4/1/1996	86009	1/25/1999	09,16,41	Registered
European Union	VIBE	3754769	4/8/2004			09,25,41	Pending
United Kingdom	VIBE	2360961	4/8/2004			09,16,41	Pending
United States	BLAZE	76/515023	5/16/2003			09	Suspended
United States	BLAZE	75/419418	1/15/1998	3038596	1/10/2006	16	Registered
United States	BLAZE BATTLE	78/199461	1/2/2003			09	Pending
United States	BLAZE BATTLE	75/597934	12/2/1998	2279548	9/21/1999	41	Abandoned – no use
United States	BOOMSHOTS	76/541288	8/19/2003	2916980	1/11/2005	16	Registered
United States	DOMEPICE	76/541287	8/19/2003	2916979	1/11/2005	16	Registered
United States	DROPPIN' DIME	76/541286	8/19/2003	2893970	10/12/2004	16	Registered (Supplemental)
United States	MOBILE VIBE	78/711675	9/13/2005			09, 38, 41	Pending
United States	MVIBE	78/632157	5/18/2005			09, 38, 41	Pending
United States	PLAY	76/541276	8/19/2003			16	Pending

346697.1

Country	Trademark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Status
United States	PROPS	76/541285	8/19/2003	2915738	1/4/2005	16	Registered
United States	SAY WORD	76/541284	8/19/2003	2900923	11/2/2004	16	Registered (Supplemental)
United States	START	76/541283	8/19/2003	2935757	3/29/2005	16	Registered
United States	V FACE	76/541282	8/19/2003	2915737	1/4/2005	16	Registered
United States	V FASHION	76/541281	8/19/2003	2915736	1/4/2005	16	Registered
United States	V LIVE	76/541280	8/19/2003	2926225	2/15/2005	16	Registered
United States	V STYLE	76/541279	8/19/2003	2926224	2/15/2005	16	Registered
United States	VIBE	78/625633	5/9/2005			41	Pending
United States	VIBE	74/301822	8/6/1992	1800105	10/19/1993	16	Registered
United States	VIBE	75/486958	5/18/1998	2303664	12/28/1999	41, 42	Registered
United States	VIBE	75/267788	4/1/1997	2563930	4/23/2002	25	Registered
United States	VIBE (Stylized)	75/267799	4/1/1997	2144655	3/17/1998	16	Registered
United States	VIBE	76/380804	3/11/2002	2841002	5/11/2004	41	Registered
United States	VIBE CONFIDENTIAL	76/541278	8/19/2003	2922158	2/1/2005	16	Registered
United States	VIBE MUSICFEST	78/589519	3/17/2005			41	Pending
United States	VIBE ON THE STREETS	78/851566	03/31/06			09	Pending
United States	VIBE ON THE STREETS	78/851597	3/31/06			41	Pending

346697.1

5315.700

Country	Trademark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Status
United States	VIBE RECORDS (Stylized)	74/389095	5/10/1993	1819799	2/8/1994	09	Registered
United States	VIBE REVOLUTIONS	78/851632	3/31/2006			09	Pending
United States	VIBE REVOLUTIONS	78/851648	3/31/2006			35	Pending
United States	VIBE REVOLUTIONS	78/851662	3/31/2006			41	Pending
United States	VIBE VIXEN	76/612185	9/15/2004			16	Pending
United States	VIBE'S 20 QUESTIONS	76/541277	8/19/2003	2907411	11/30/2004	16	Registered (Supplemental)
United States	V RIDE	76/541275	3/19/03			16	Abandoned – Petition to Revive due 8/13/06

List of Domain Names

vibespın.com
vibespin.info
vibespin.biz
vibevixen.com
vibemagazineawards.tv
vibelive.com
vibe-news.com

346697.1

5315.700

vibemagazine.com
vibe.com
vibeawards.net
vibeawards.org
vibeawards.tv
vibemagawards.com
vibemagawards.net
vibemagawards.org
vibemagawards.tv
vibemagazineawards.com
vibemagazineawards.net
vibemagazineawards.org
mvibe.co.uk
vibemag.co.uk
vibewhiteboysofcomedy.com
vibewhiteboyzinthehood.com
vibewhiteboyzofcomedy.com
whiteboysofcomedy.com
whiteboyzinthehood.com
whiteboyzofcomedy.com
vibestreetlit.com
vibegotjokes.com
vibemusicgroup.com
vibevstyle.com

Item B. Licenses

(i) Licenses to third parties

346697.1

5315.700

1. Exclusive Distribution Agreement, dated October 19, 2005, by and between Image Entertainment, Inc. and Vibe/Spin Ventures LLC.
2. Agreement, dated November 9, 2005, by and between Vibe Ventures and Lions Gate Films Inc.
3. Agreement, dated July 31, 2003, by and between UPN and Vibe/Spin Ventures LLC.
4. Sponsorship Agreement, dated April 19, 2005, by and between Vibe Ventures and Soft SheenCarson, Consumer Products Division of L'Oreal USA, Inc.
5. Sponsorship Agreement, dated March 1, 2006, by and between Vibe Ventures and Soft SheenCarson, Consumer Products Division of L'Oreal USA, Inc.
6. Sponsorship Agreement, dated March 10, 2006, between Vibe Ventures and Schieffelin & Co. d/b/a Moet Hennessy USA.
7. Strategic Sponsorship Agreement, dated March 20, 2006, between Urbanworld Foundation and Vibe Magazine.
8. Agreement, dated February 14, 1997, by and between Crown Publishers, Inc. and Vibe Magazine c/o Sarah Lazin Books.
9. Agreement, dated November 21, 1997, by and between Crown Publishers, Inc. and Vibe Magazine c/o Sarah Lazin Books.
10. Agreement, dated January 26, 2001, by and between Vibe Magazine c/o Sarah Lazin Books and Crown Publishers.
11. Agreement, dated August 19, 2002, by and between Harry N. Abrams, Inc. and Vibe Ventures c/o Sarah Lazin Books, revised October 3, 2002.
12. Joint Publishing Agreement, dated December 13, 2005, by and between Vibe Ventures and Kensington Publishing Corp.
13. Agreement, dated January 7, 2005, between Vibe Ventures and POW! Entertainment, LLC.
14. Agreement, dated February 15, ____, by and between Vibe Ventures d/b/a Vibe Magazine and Game Live Events.
15. Short-Form Agreement, dated September 1, 2005, by and between Vibe/Spin Ventures LLC and Diggitt Entertainment Group,

346697.1

5315.700

- Inc.
16. Subscription Fulfillment Agreement, dated August 1, 2005, by and between Communications Data Services and Vibe Ventures.
 17. Content Inclusion Agreement, dated December 16, 2004, between Yahoo! Inc. and Vibe/Spin Ventures LLC.
 18. Content License Agreement, dated September 26, 2005, by and between Tagged, LLC and Vibe/Spin Ventures LLC.
 19. Master Services Agreement, dated October 1, 2002, between Vibe/Spin Ventures LLC and The Specialists, Ltd., d/b/a ClientLogic.
 20. DeepMetrix Corporation Application Service Provider License Agreement (Terms of Use).
 21. Linkshare Corporation Affiliate Membership Agreement (Terms of Use).
 22. Ebay Affiliate Program (Terms of Use).
 23. Apple Computer, Inc. iTunes Affiliate Program (Terms of Use).
 24. Google AdSense Online Program (Program Policies and Terms of Use).
 25. License, dated June 8, 1998, between Vibe Records, Inc. and Vibe Ventures.
- (ii) Licenses from third parties
1. Non-Exclusive Sublicense Agreement, dated November 13, 2005, by and between Image Entertainment, Inc. and Vibe/Spin Ventures LLC.
 2. Sponsorship Agreement, dated March 10, 2006, between Vibe Ventures and Schieffelin & Co. d/b/a Moet Hennessy USA.
 3. Strategic Sponsorship Agreement, dated March 20, 2006, between Urbanworld Foundation and Vibe Magazine.

346697.1

5315.700

4. Agreement, dated January 7, 2005, between Vibe Ventures and POW! Entertainment, LLC.
5. Short-Form Agreement, dated September 1, 2005, by and between Vibe/Spin Ventures LLC and Diggitt Entertainment Group, Inc.
6. Subscription Fulfillment Agreement, dated August 1, 2005, by and between Communications Data Services and Vibe Ventures.
7. Agreement, dated April 1, 2004, between Warner Publisher Services, Inc. and Vibe/Spin Ventures LLC.
8. Technical Support Services Agreement, dated December 22, 2004, between Kineticode, Inc. and Vibe/Spin Ventures LLC.
9. Adsolution Service and License Agreement, dated October 22, 2005, between Falk North America, LLC and Vibe/Spin Ventures LLC.
10. DeepMetrix Corporation Application Service Provider License Agreement (Terms of Use).
11. Linkshare Corporation Affiliate Membership Agreement (Terms of Use).
12. Ebay Affiliate Program (Terms of Use).
13. Apple Computer, Inc. iTunes Affiliate Program (Terms of Use).
14. Google AdSense Online Program (Program Policies and Terms of Use).
15. Software License & Agreement, dated March 14, 2005, between The Media Services Group Limited and Vibe/Spin Ventures LLC.

346697.1

5315.700