

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
Action Media Operating, LLC		11/10/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal-Chicago Branch
Street Address:	3 Times Square
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2909076	HOT IMPORT NIGHTS
Registration Number:	2977029	HIN
Serial Number:	78652873	HOT IMPORT DAZE
Serial Number:	78517943	D FORCE
Serial Number:	78652879	VIP AUTO FASHION

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-781-4000
 Email: rjones@wyrick.com
 Correspondent Name: Robert T. Jones, Jr., Paralegal
 Address Line 1: 4101 Lake Boone Trail
 Address Line 2: Suite 300
 Address Line 4: Raleigh, NORTH CAROLINA 27607

OP \$140.00 2909076

ATTORNEY DOCKET NUMBER:	16419.36
NAME OF SUBMITTER:	Robert T. Jones, Jr.
Signature:	/Robert T. Jones Jr./
Date:	11/30/2006
Total Attachments: 4 source=BOMSecurityInterestTM200611#page1.tif source=BOMSecurityInterestTM200611#page2.tif source=BOMSecurityInterestTM200611#page3.tif source=BOMSecurityInterestTM200611#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Action Media Operating, 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 an Amended and Restated Credit Agreement dated as of September 25, 2006 (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.

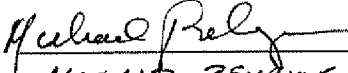
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 10th day of November, 2006.

ACTION MEDIA OPERATING, LLC

By: CFW Media, LLC, its Sole Member

By: 
Name: MICHAEL BEHRINGER
Title: SVP

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Trademarks; Pending U.S. Trademarks

Trademark	Country/Region	Serial/Registration No.	Status
HOT IMPORT NIGHTS	United States	2909076	Registered

Trademark	Country/Region	Serial/Registration No.	Status
HIN	United States	2977029	Registered

Trademark	Country/Region	Serial/Registration No.	Status
HOT IMPORT DAZE	United States	78652873	Pending

D FORCE

In the U.S. trademark application for D FORCE, a response was filed to the Office Action on July 5, 2006. The necessary amendments have been entered to satisfy the Examiner's requirements, such that the case should proceed to publication in due course.

VIP AUTO FASHION

The U.S. trademark case passed examination and was published on March 7, 2006, with no indication of any opposition by the deadline of April 7, 2006. Accordingly, a Notice of Allowance issued on May 30, 2006, and a Statement of Use was then entered on June 14, 2006, well before the six-month deadline. On July 7, 2006, the Examiner issued a non-final office action objecting to the specimen submitted with the Statement of Use only in connection with Class 35 for advertising services. A response to this Office Action is due by January 7, 2007.