

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Giant Magazine, LLC		12/22/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Magazine One, Inc.		
<b>Street Address:</b>	5900 Princess Garden Parkway		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Lanham		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20706		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78559272	GIANT	
<b>Serial Number:</b>	78258399	GIANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)842-7899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202842-7800		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Peter J. Willsey		
<b>Address Line 1:</b>	875 15th St., N.W., Suite 800		
<b>Address Line 2:</b>	The Bowen Building		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005-2221		
<b>ATTORNEY DOCKET NUMBER:</b>	300294-201		
<b>NAME OF SUBMITTER:</b>	Peter J. Willsey		

CH \$65.00 78559272

Signature:

/Peter J. Willsey/

Date:

01/03/2007

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Assignment, by and between Magazine One, Inc., a Delaware corporation and subsidiary of Radio One, Inc. ("Assignee"), and Giant Magazine LLC, a Delaware limited liability company ("Assignor"), is made effective as of this \_\_\_ day of December, 2006 (the "Effective Date").

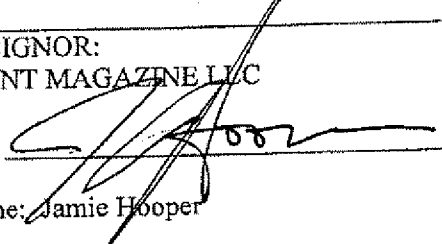
WHEREAS, Assignor owns the trademarks GIANT and GIANT MAGAZINE, as well as any variations and/or stylizations thereof, as used in connection with printed and on-line publications in the fields of lifestyle, entertainment, sports, music, style, health, travel, photographs, and men's topics, and related services (collectively, the "GIANT Marks");

WHEREAS, Assignor owns federal trademark applications Ser. Nos. 78/559,272 and 78/258,399 for the trademark GIANT (the "Trademark Applications"); and

WHEREAS, through this Assignment, Assignor seeks to assign, transfer, and convey to Assignee all right, title, and interest to the GIANT Marks, including all associated goodwill and the Trademark Applications.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all right, title, and interest in and to the GIANT Marks and the Trademark Applications, together with the goodwill of the business associated therewith and symbolized thereby.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below and to be effective as of the Effective Date. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR: GIANT MAGAZINE LLC	ASSIGNEE: MAGAZINE ONE, INC.
By: 	By: _____
Name: Jamie Hooper	Name: Linda J. Eckard Vilardo
Title: President	Title: Vice-President and Assistant Secretary
Date: December 22, 2006	Date: December 22, 2006

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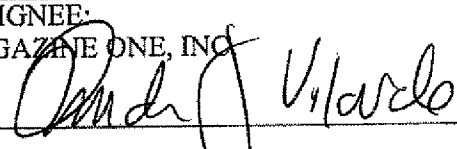
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