

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ORIX Venture Finance LLC		07/06/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LPI Media Inc.
Street Address:	1355 Sansome Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2296012	ALYSON
Registration Number:	1733019	ALYSON WONDERLAND
Registration Number:	2301140	HIV PLUS
Registration Number:	1751263	OUT
Registration Number:	2382209	OUT TO PARTY
Registration Number:	2852035	OUT TRAVELER
Registration Number:	2052108	OUT.COM
Registration Number:	1723673	THE ADVOCATE

CORRESPONDENCE DATA

Fax Number: (415)765-6094
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (415)434-1600
 Email: aolson@howardrice.com, cbrown@howardrice.com,
 cbarrett@howardrice.com, trademarks@howardrice.com

CH \$215.00 2296012

Correspondent Name: Howard, Rice, Nemerovski, Canady et al
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ATTORNEY DOCKET NUMBER: 15320.0030

NAME OF SUBMITTER: Carole F. Barrett

Signature: /cfb/

Date: 07/20/2007

Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY INTEREST


This Release of Trademark Security Interest (this “**Release**”) is dated as of July 6, 2007. Reference is hereby made to the Intellectual Property Security Agreement (the “**Agreement**”), dated as of September 28, 2006, by and between LPI Media Inc. (the “**Assignor**”) and ORIX Venture Finance LLC (the “**Assignee**”) recorded with the United States Patent and Trademark Office on October 23, 2006, at Reel 003414 Frame 0247.

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the Trademarks (as defined in the Agreement) (the “**Trademark Collateral**”) including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature in the Trademark Collateral granted, assigned or conveyed pursuant to the Agreement.

[Signatures continued on the next page]

IN WITNESS WHEREOF, Assignee has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

ORIX VENTURE FINANCE, LLC

By:  _____
Name:
Authorized Signatory

Release of Trademark Security Interest

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

U.S. Trademarks:

Mark	Registration No.	Reg. Date
ALYSON	2296012	11/30/1999
ALYSON WONDERLAND & Design	1733019	11/17/1992
HIV PLUS	2301140	12/14/1999
OUT	1751263	2/9/1993
OUT TO PARTY	2382209	9/5/2000
OUT TRAVELER	2852035	6/8/2004
OUT.COM	2052108	4/15/1997
THE ADVOCATE Stylized	1723673	10/13/1992