

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------------------|
| Union Bank of California, N.A. | | 07/19/2007 | national association: |
| Beltway Capital Partners II, LLC | | 07/19/2007 | LIMITED LIABILITY COMPANY: MARYLAND |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | FMW Acquisition, LLC |
| Composed Of: | COMPOSED OF Blackstreet Capital Management |
| Street Address: | 4800 Montgomery Lane, Suite 940 |
| City: | Bethesda |
| State/Country: | MARYLAND |
| Postal Code: | 20814 |
| Entity Type: | LIMITED LIABILITY COMPANY: MARYLAND |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 1725556 | SPORTS & SOAPS |
| Registration Number: | 1334657 | ADCART |
| Registration Number: | 1334656 | ADCART |
| Registration Number: | 1536666 | MIC |
| Registration Number: | 1536665 | MARKET INFORMATION CENTER |
| Registration Number: | 1458267 | TV MOVIE NEWS |

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Brian D. Owens

OP \$165.00 1725556

Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

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|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 021163.0127 |
| NAME OF SUBMITTER: | Brian D. Owens |
| Signature: | /Brian D. Owens/ |
| Date: | 07/24/2007 |

Total Attachments: 5
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ASSIGNMENT OF SECURITY AGREEMENT

THIS ASSIGNMENT OF SECURITY AGREEMENT (“Assignment”) dated as of the 19th day of July, 2007, is entered into by and among Union Bank of California, N.A. (“Union Bank” or the “Initial Assignor”), Beltway Capital Partners II, LLC, a Maryland limited liability company (“BCP II” or the “Subsequent Assignor”), and FMW Acquisition, LLC, a Maryland limited liability company (the “Assignee”).

WHEREAS, on or about May 12, 2000, TV Fanfare Publications, Inc., a California corporation (“TV Fanfare”), executed that certain Trademark Security Agreement (the “Security Agreement”) in favor of Union Bank as Administrative Agent under the terms of that certain Loan Agreement by and among R & R, Incorporated, the other borrowers party thereto, IBJ Whitehall Bank & Trust Company, Fleet National Bank, and Union Bank (as amended from time to time, the “Loan Agreement”).

WHEREAS, on November 17, 2000, TV Fanfare amended its articles of incorporation to change its name to Fanfare Media Works, Inc.

WHEREAS, on or about August 1, 2001, Union Bank caused the recordation of the Security Agreement in the U.S. Patent & Trademark Office, recorded at Reel/Frame 2344/0020.

WHEREAS, on or about January 18, 2005, Union Bank resigned as Administrative Agent under the terms of the Loan Agreement and BCP II was named as Administrative Agent.

WHEREAS, the Assignee has agreed to accept and assume from the Initial Assignor and the Subsequent Assignor all security interests in and to the Trademark Collateral (as defined in the Security Agreement, including but not limited to the trademarks and trademark applications identified on Exhibit A attached hereto), and the Initial Assignor and the Subsequent Assignor desires to assign the same to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Security Interest. In consideration of moneys paid and the rights and benefits received by Initial Assignor and Subsequent Assignor, directly or indirectly, each of the Initial Assignor and the Subsequent Assignor hereby assigns, transfers, sells, and conveys to Assignee, all of Initial Assignor’s and Subsequent Assignor’s respective rights in and to (a) the Security Agreement, and (b) the Trademark Collateral.

2. General. If any provision of this Assignment or the assignment of any interest is held to be illegal or unenforceable is determined to be invalid or unenforceable, such provision or assignment of security interest shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and enforceable. This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of Maryland without regard to conflicts of laws provisions thereof. This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

INITIAL ASSIGNOR

UNION BANK OF CALIFORNIA, N.A.

By: _____
Name: _____
Title: _____

SUBSEQUENT ASSIGNOR:

BELTWAY CAPITAL PARTNERS II,
LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

FMW ACQUISITION, LLC

By: MB
Name: Lanhuang
Title: Authorized Representative

IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

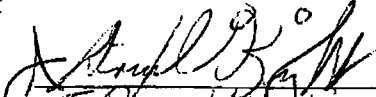
INITIAL ASSIGNOR

UNION BANK OF CALIFORNIA, N.A.

By: _____
Name: _____
Title: _____

SUBSEQUENT ASSIGNOR:

BELTWAY CAPITAL PARTNERS II,
LLC

By: 
Name: J. Drexel Knight
Title: Principal

ASSIGNEE:

FMW ACQUISITION, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

TRADEMARK COLLATERAL

| <u>Country</u> | <u>Trademark</u> | <u>Reg./App. No.</u> | <u>Reg./Filing Date</u> |
|-----------------------|------------------------------|-----------------------------|--------------------------------|
| United States | SPORTS & SOAPS | App. No. 1725556 | Filed 10/20/1992 |
| United States | ADCART | App. No. 1334657 | Filed 05/07/1985 |
| United States | ADCART & DESIGN | App. No. 1334656 | Filed 05/07/1985 |
| United States | MIC (Stylized) | App. No. 1536666 | Filed 04/25/1989 |
| United States | MARKET INFORMATION CENTER | App. No. 1536665 | Filed 04/25/1989 |
| United States | TV MOVIE NEWS | App. No. 1458267 | Filed 09/22/1987 |