

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LIEN

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vibe Media Group, LLC		07/27/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Vibe Group, LLC
<b>Street Address:</b>	405 Park Avenue
<b>Internal Address:</b>	c/o The Wicks Group of Companies
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	3038596	BLAZE
Registration Number:	3098764	BLAZE BATTLE
Registration Number:	2916980	BOOMSHOTS
Registration Number:	2916979	DOMEPIECE
Registration Number:	2893970	DROPPIN' DIME
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
Registration Number:	2915736	V FASHION
Registration Number:	2926225	V LIVE

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Registration Number:	2926224	V STYLE
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
Registration Number:	1819799	VIBE RECORDS
Serial Number:	76612185	VIBE VIXEN
Registration Number:	2907411	VIBE'S 20 QUESTIONS

**CORRESPONDENCE DATA**

Fax Number: (212)754-0330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: rsilverman@golenbock.com  
Correspondent Name: Robin Silverman  
Address Line 1: 437 Madison Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Silverman
Signature:	/rsilverman/
Date:	08/03/2007

Total Attachments: 12  
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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN (SECOND LIEN)**

This ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this "Acknowledgement"), dated as of July 27, 2007, is made by VIBE MEDIA GROUP LLC, a Delaware limited liability company ("Grantor"), in favor of VIBE GROUP LLC, a Delaware limited liability company ("Secured Party").

**RECITALS:**

A. Secured Party has extended loans to Grantor pursuant to, and as evidenced by a certain promissory note (as extended, modified, replaced, or supplemented, the "Note") from Grantor in favor of Secured Party dated contemporaneously herewith.

B. Grantor has granted to Secured Party, liens and security interests in their assets pursuant to a certain General Security Agreement from Grantor in favor of Secured Party dated contemporaneously herewith (the "Security Agreement") to secure Grantor's.

C. One of the conditions precedent to the willingness of Secured Party to extend loans to the Grantor is that Grantor shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party to extend loans to the Grantor, the Grantor intending to be legally bound, does hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Security Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the in the Security Agreement shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby reaffirms its grant to Secured Party, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party and grants to Secured Party, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and 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. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

THE SECURITY INTEREST GRANTED HEREUNDER IS EXPRESSLY SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF JULY 27, 2007 AMONG VIBE MEDIA GROUP, LLC, VIBE GROUP, LLC AND CAPITAL SOURCE FINANCE LLC ("SENIOR LENDER") TO THE SENIOR DEBT (AS DEFINED THEREIN)

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IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

VIBE MEDIA GROUP LLC

By:   
Name: ANGELA ZUCCONI  
Title: VP FINANCE

Accepted and Agreed:

VIBE GROUP LLC, as Secured Party

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

VIBE MEDIA GROUP LLC

By: 

Name:

ANGELA ZUCCONI

Title:

VP FINANCE

Accepted and Agreed:

VIBE GROUP LLC, as Secured Party

By: 

Its:

DANIEL C. SCARIC

Title:

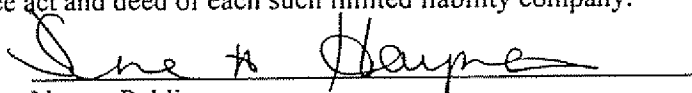
VICE PRESIDENT

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
COUNTY OF New York )

ss:

On this 18<sup>th</sup> day of July, 2007 before me personally appeared Angela Zucco who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIBE MEDIA GROUP LLC a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

ROSE A. HAYNES  
Notary Public, State of New York  
No. 01HA6108616  
Qualified in New York County  
Commission Expires Feb. 4, 2008





SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

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	5/18/2000	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	75/419418	1/15/1998	3038596	1/10/2006	16	Registered
United States	BLAZE BATTLE	78/199461	1/2/2003	3098764	5/30/2006	09	Pending
United States	BOOMSHOTS	76/541288	8/19/2003	2916980	1/11/2005	16	Registered
United States	DOMEPIECE	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	MVIBE	78/632157	5/18/2005			09, 38, 41	Pending
United States	PLAY	76/541276	8/19/2003			16	Pending
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

Country	Trademark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Status
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	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 RECORDS (Stylized)	74/389095	5/10/1993	1819799	2/8/1994	09	Registered
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)

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Schedule

Copyrights

Item A.

TITLE	REGISTRANT	REGISTRATION #	REGISTRATION DATE
HIP HOP DIVAS	Vibe/Spin Ventures, LLC	TX-5-464-425	12/12/2001
ONE NATION UNDER GROOVE	Vibe Ventures LLC	PAU-2-228-404	9/26/1997
TUPAC AMARU SHAKUR 1971-1996	Vibe Ventures LLC	TX-4-704-244	10/16/1997
TUPAC AMARU SHAKUR 1971-1996	Vibe Ventures LLC	TX-4-906-357	11/12/1998
VIBE HISTORY OF HIP HOP	Vibe Ventures LLC	TX-5-099-985	12/29/1999
Blaze Magazine MC Battle No. 1	Vibe Ventures, LLC	PAU-2-720-962	11/15/2002
Blaze @ Tramps Battle: no. 1	Vibe Ventures, LLC	PAU-2-720-963	11/15/2002
Blaze @ Tramps: no. 2	Vibe Ventures, LLC	PAU-2-720-964	11/15/2002
Blaze @ Tramps Battle: no. 1	Vibe Ventures, LLC	PAU-2-720-965	11/15/2002
Blaze @ Tramps Battle: no. 1	Vibe Ventures, LLC	PAU-2-720-966	11/15/2002
B-Boy Battle in Miami: no 3	Vibe Ventures, LLC	PAU-2-720-967	11/15/2002
B-Boy Battle in Miami F/S Sound: No. 1	Vibe Ventures, LLC	PAU-2-720-968	11/15/2002
B-Boy Battle in Miami F/S Sound: No. 2	Vibe Ventures, LLC	PAU-2-720-970	11/15/2002
B-Boy Battle in Miami F/S Sound: No. 4	Vibe Ventures, LLC	PAU-2-720-971	11/15/2002
Blaze @ Tramps Stationary: no. 3	Vibe Ventures, LLC	PAU-2-720-972	11/15/2002
Blaze @ Tramps roaming	Vibe Ventures, LLC	PAU-2-720-973	11/15/2002

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Vibe Magazine- Sept. 1992 Preview Issue	Vibe Ventures LLC	TX-3-545-065	3/16/1993
<b>Serials</b>			
VIBE	Vibe Ventures LLC	TX-4-510-172	7/10/1997
VIBE	Vibe Ventures LLC	TX-4-503-132	7/10/1997
VIBE	Vibe Ventures LLC	TX-4-510-167	7/10/1997
<b>TITLE</b>	<b>REGISTRANT</b>	<b>REGISTRATION #</b>	<b>REGISTRATION DATE</b>
VIBE	Vibe Ventures LLC	TX-4-510-171	7/10/1997
VIBE	Vibe Ventures LLC	TX-4-510-173	7/10/1997
VIBE	Vibe Ventures LLC	TX-4-510-170	7/10/1997
VIBE	Vibe Ventures LLC	TX-4-510-168	7/10/1997
VIBE	Vibe Ventures LLC	TX-4-510-166	7/10/1997
VIBE	Vibe Ventures LLC	TX-4-510-169	7/10/1997