

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC PRIVATE BANK (UK) LIMITED		08/14/2007	A corporation organized under the law of England and Wales:

RECEIVING PARTY DATA

Name:	Dennis Publishing, Inc.
Street Address:	1040 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	75469925	CIRCUS MAXIMUS
Serial Number:	76520359	FALLACY BASEBALL
Serial Number:	78201394	HOMETOWN HOTTIES
Serial Number:	78316122	HOMETOWN HOTTIES
Serial Number:	78446568	MAN'S NATURAL HABITAT
Serial Number:	78612811	THE ULTIMATE MUSIC MAGAZINE
Serial Number:	78612836	THE ULTIMATE GUIDE TO MUSIC AND MORE
Serial Number:	76259568	URBAN OPEN

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: JONES DAY

CH \$215.00 75469925

Address Line 1: 222 EAST 41ST STREET
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Amy E. Vieta
Signature:	/Amy E. Vieta/
Date:	08/15/2007

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 14, 2007 (this "Termination and Release") is made by HSBC PRIVATE BANK (UK) LIMITED (the "Lender" or the "Secured Party") in favor of DENNIS PUBLISHING, INC. (the "Borrower" or the "Grantor");

WITNESSETH:

WHEREAS, Grantor granted and pledged to the Secured Party a security interest in certain Collateral, including the trademarks and service marks Collateral listed on the attached Schedule 1, under the Trademark Security Agreement dated as of June 7, 2005, as amended, from the Grantor and Mr. Felix Dennis in favor of the Secured Party (the "Trademark Security Agreement") and the related short-form Grant of Security Interest in Trademarks dated as of June 7, 2005, as amended, from the Grantor in favor of the Secured Party (together with the Trademark Security Agreement, the "Agreements"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the applicable Agreement) (the "Security Interest");

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office as of June 7, 2005 at Reel 003127, Frame 0625; and

WHEREAS, all of Grantor's Secured Obligations have been satisfied and the Secured Party now desires to terminate and release the entirety of its Security Interest in all of the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of

which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party does hereby agree as follows:

1. Termination and Release. The Secured Party hereby terminates its Security Interest and releases its entire right, title, and interest in the Collateral, including but not limited to the following:

(a) all Trademarks owned, acquired or held by Grantor, including but not limited to the United States trademarks and service marks set forth on Schedule 1 to this Termination and Release, and all applications, registrations and renewals therefor;

(b) all Trademark Licenses;

(c) the goodwill of the business associated with the Trademarks;

(d) all royalties, license fees and other payments and distributions due or to become due to the Grantor in respect of the foregoing;

(e) all of the Grantor's claims, rights, powers, privileges, authority, security interests, liens and remedies, if any, in respect of any of the foregoing;

(f) all of such Grantor's rights to exercise and enforce any and every right, power, remedy, authority, option and privilege of such Grantor relating to any of the foregoing including, without limitation, any power to (i) exercise voting rights (in the case of securities constituting Proceeds of Collateral) or make determinations, (ii) exercise any election (including, but not limited to, election of remedies), (iii) give or receive any notice, consent, amendment, waiver or approval, (iv) demand, receive, enforce, collect or receipt for any of the foregoing, (v) enforce or execute any checks, or other instruments or orders, and (vii) file any claims and to take any action in connection with any of the foregoing;

(g) all other rights, titles, interests, powers, privileges and preferences pertaining to any of the foregoing;

(h) all books and records related to the foregoing; and

(i) all Proceeds of any of the foregoing, including any and all causes of action which may exist by reason of infringement of any of the foregoing.

2. Further Assurances. The Secured Party hereby agrees, at the Grantor's expense, to execute such instruments and to take such other actions as the Grantor may reasonably request to terminate the Secured Party's Security Interest in the Collateral, and otherwise to effectuate the release of the Collateral from the Secured Party's Security Interest.

3. Governing Law. This Termination and Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

Secured Party:

HSBC PRIVATE BANK (UK) LIMITED

By



Alan Hills
Associate Director

Schedule 1 to

Termination and Release of Security Interest in Trademarks

US Trade Marks Registered in the Name of Dennis Publishing, Inc. (and Pending US Trade Mark Applications of Dennis Publishing, Inc.)

Dennis Publishing Inc.

Serial No	Registration No	Mark	Filing Date	Registration Date	International Class
75469925	2,270,012	CIRCUS MAXIMUS	April 20, 1998	August 10, 1999	16
76520359	2,847,369	FALLACY BASEBALL	May 22, 2003	June 1, 2004	41
78201394	2,786,595	HOMETOWN HOTTIES	January 8, 2003	November 25, 2003	41
78316122		HOMETOWN HOTTIES	October 20, 2003		16
78446568	3,016,356	MAN'S NATURAL HABITAT	July 6, 2004	November 15, 2005	16
78612811	3,115,517	THE ULTIMATE MUSIC MAGAZINE	April 20, 2005	July 11, 2006	16
78612836	3,082,311	THE ULTIMATE GUIDE TO MUSIC AND MORE	April 20, 2005	April 18, 2006	16
76259568	2,738,091	URBAN OPEN	May 21, 2001	July 15, 2003	41

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