

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank N.A.		11/20/2007	National Association:

RECEIVING PARTY DATA

Name:	Oxygen Media, LLC
Street Address:	75 Ninth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Oxygen Media Corporation
Street Address:	75 Ninth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2561453	A WOMAN'S VIEW OF THE WORLD
Registration Number:	2594327	AFTER THE SHOW
Serial Number:	78596839	AIR KARAOKE
Registration Number:	2605838	CHOOSE TO LEAD
Registration Number:	2657128	CHOOSE TO LEAD
Registration Number:	2605839	CHOOSE TO LEAD
Registration Number:	2605837	CHOOSE TO LEAD
Registration Number:	2932321	GIRLS BEHAVING BADLY

CH \$490.00 2561453

Registration Number:	2618747	HEY MONIE
Serial Number:	76602823	OH! BABY
Registration Number:	2867469	OH! OXYGEN
Registration Number:	2774732	OXYGEN BUILD YOUR OWN BUSINESS
Registration Number:	2684295	OXYGEN SPORTS
Registration Number:	2764759	OXYGEN SPORTS
Registration Number:	2630234	SHOP O2
Registration Number:	2623375	SHOP O2
Registration Number:	2692679	THE GIRL IN THE PICTURE
Registration Number:	2583584	X-CHROMOSOME
Registration Number:	2496182	X-CHROMOSOME

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: roshelle.nagar@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Roshelle Nagar
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	64881.0188
NAME OF SUBMITTER:	Roshelle Nagar
Signature:	/Roshelle Nagar/
Date:	11/21/2007

Total Attachments: 9

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TERMINATION AND RELEASE
OF
TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2007 (this "Termination and Release"), by JPMorgan Chase Bank, N.A., as agent for the Secured Parties (in such capacity, the "Administrative Agent" and "Grantee") under that certain Credit Agreement, dated as of May 13, 2005 (as amended, supplemented or otherwise modified from time to time up to the date hereof, the "Credit Agreement"), among Oxygen Media Corporation ("Holdings"), Oxygen Media, LLC (the "Borrower"), the Lenders party thereto and the Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 13, 2005 (as amended up to the date hereof, the "Trademark Security Agreement"), by the Borrower and the other subsidiaries of the borrower party thereto (collectively, the "Grantors"), each Grantor granted to the Grantee a security interest in, and granted, assigned and conveyed to the Grantee, such Grantor's entire right, title and interest in and to the Trademarks and Trademark Licenses, including without limitation, all marks and related applications and registrations thereto, and all reissues, continuations, and extensions thereof, and appurtenant goodwill of any and all of the foregoing, set forth in the Trademark Security Agreement, including without limitation the Trademark Collateral listed on Exhibit A hereto (the "Trademark Collateral"); and

WHEREAS the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on May 17, 2005 at Reel No. 3086 and Frame No. 426.

WHEREAS, in consideration of its receipt of full payment of amounts due under the Credit Agreement, the Grantee has terminated the Trademark Security Agreement and agreed to release, relinquish and discharge its entire right, title and interest in and to the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. The Grantee hereby releases, relinquishes, terminates and discharges in its entirety the security interest that it has against any and all right, title and interest that it has acquired in and to, the Trademark Collateral, together with any interest in and all goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral, and all products and proceeds of the forgoing, including without limitation, any claim by the Borrower against third parties for past, present or future infringement or dilution or any trademark or injury to the goodwill associated with any and all of the foregoing, in the United States of America and all other countries of the world.

2. The Grantee hereby agrees, at the expense of the Borrower, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Borrower to effectuate, record or evidence the release of the Grantee's security interest in the Trademark Collateral.

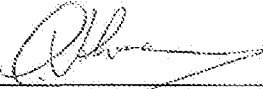
3. The Grantee authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the Trademark Collateral. The Grantee authorizes the Borrower (and its representatives and agents) to record this Termination and Release against the Trademark Collateral with the appropriate agency of any other countries in which the Grantee has a security interest in and to the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be duly executed as of this 20 day of November, 2007.

JPMORGAN CHASE BANK, N.A., as
Collateral Agent
as Grantee

By: 
Name: CHARLES E. JOHNSON
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003665 FRAME: 0396

Exhibit A
Trademark Collateral

See attached.

U.S. Trademark Applications and Registrations Owned by O2 Holdings, LLC

Page: 1

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
A WOMAN'S VIEW OF THE WORLD	Owner: O2 Holdings, LLC	Classes: 41	Registered	76/136715 27-Sep-2000	2,561,453 16-Apr-2002	16-Apr-2012
AFTER THE SHOW	Owner: O2 Holdings, LLC	Classes: 38	Registered	76/320191 01-Oct-2001	2,594,327 16-Jul-2002	16-Jul-2012
AIR KARAOKE	Owner: O2 Holdings, LLC	Classes: 38	Pending	78/596839 29-Mar-2005	N/A	N/A
CHOOSE TO LEAD	Owner: O2 Holdings, LLC	Classes: 38	Registered	76/241219 13-Apr-2001	2,605,838 06-Aug-2002	06-Aug-2012
CHOOSE TO LEAD	Owner: O2 Holdings, LLC	Classes: 41	Registered	76/241220 13-Apr-2001	2,657,128 03-Dec-2002	03-Dec-2012

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
CHOOSE TO LEAD	Owner: 02 Holdings, LLC Classes: 42		Registered	76/241221 13-Apr-2001	2,605,839 06-Aug-2002	06-Aug-2012
CHOOSE TO LEAD	Owner: 02 Holdings, LLC Classes: 36		Registered	76/241218 13-Apr-2001	2,605,837 06-Aug-2002	06-Aug-2012
GIRLS BEHAVING BADLY	Owner: 02 Holdings, LLC Classes: 41		Registered	76/464348 05-Nov-2002	2,932,321 15-Mar-2005	15-Mar-2015
HEY MONIE	Owner: 02 Holdings, LLC Classes: 41		Registered	76/093450 12-Jul-2000	2,618,747 10-Sep-2002	10-Sep-2012
KIDS BEHAVING BADLY	Owner: 02 Holdings, LLC Classes: 9		Pending	76/630697 07-Feb-2005	N/A	N/A
KIDS BEHAVING BADLY	Owner: 02 Holdings, LLC Classes: 41		Pending	76/630696 07-Feb-2005	N/A	N/A

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
OH! BABIES			Pending	76/602824 19-Jul-2004	N/A	N/A
	Owner: 02 Holdings, LLC	Classes: 38				
OH! BABY			Pending	76/602823 19-Jul-2004	N/A	N/A
	Owner: 02 Holdings, LLC	Classes: 38				
OH! LOVE			Registered	76/602822 19-Jul-2004	2,867,469 27-Jul-2004	27-Jul-2014
	Owner: 02 Holdings, LLC	Classes: 38				
OXYGEN BUILD YOUR OWN BUSINESS			Registered	76/396188 12-Apr-2002	2,774,732 21-Oct-2003	21-Oct-2013
	Owner: 02 Holdings, LLC	Classes: 35				
OXYGEN SPORTS			Registered	76/095785 25-Jul-2000	2,684,295 04-Feb-2003	04-Feb-2013
	Owner: 02 Holdings, LLC	Classes: 16				
OXYGEN SPORTS			Pending	76/095783 25-Jul-2000	N/A	N/A
	Owner: 02 Holdings, LLC	Classes: 25				

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
OXYGEN SPORTS	Owner: 02 Holdings, LLC	Classes: 41	Registered	76/095781 25-Jul-2000	2,764,759 16-Sep-2003	16-Sep-2013
SHOP 02	Owner: 02 Holdings, LLC	Classes: 38	Registered	76/152978 24-Oct-2000	2,630,234 08-Oct-2002	08-Oct-2012
SHOP 02	Owner: 02 Holdings, LLC	Classes: 35	Registered	76/152977 24-Oct-2000	2,623,375 24-Sep-2002	24-Sep-2012
THE GIRL IN THE PICTURE	Owner: 02 Holdings, LLC	Classes: 41	Registered	76/369750 11-Feb-2002	2,692,679 04-Mar-2003	04-Mar-2013
WOMEN'S WATCH	Owner: 02 Holdings, LLC	Classes: 35	Pending	76/603999 26-Jul-2004	N/A	N/A
X-CHROMOSOME	Owner: 02 Holdings, LLC	Classes: 38	Registered	76/135622 26-Sep-2000	2,583,584 18-Jun-2002	18-Jun-2012

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
X-CHROMOSOME			Registered	76/135800 26-Sep-2000	2,496,182 09-Oct-2001	09-Oct-2011

Owner: 02 Holdings, LLC
Classes: 41