

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

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2532854	AS SHE SEES IT
Registration Number:	2528388	AS SHE SEES IT
Registration Number:	2593637	BABYNAMER.COM
Registration Number:	2533655	BABYNAMER.COM
Registration Number:	2535773	BABYNAMER.COM
Registration Number:	2646598	BEFEARLESS
Registration Number:	2592577	BEFEARLESS
Registration Number:	2523363	CLUED IN

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Registration Number:	2537222	CLUED IN
Registration Number:	2460422	EXHALE
Registration Number:	2579456	EXHALE
Registration Number:	2582981	GIRL IN THE PICTURE
Registration Number:	2502840	INHALE
Registration Number:	2663732	INHALE
Registration Number:	2553631	KA-CHING
Registration Number:	2520802	KA-CHING
Registration Number:	2579575	KA-CHING
Registration Number:	2348702	LADIES' ROOM
Registration Number:	2569119	MOMS ONLINE
Registration Number:	2508141	MY MAMA ALWAYS SAID
Registration Number:	2436654	02 SIMPLIFY
Registration Number:	2607921	PAJAMA PARTY
Registration Number:	2615733	PURE OXYGEN
Registration Number:	2784535	PURE OXYGEN
Registration Number:	2505340	ROXYGEN
Registration Number:	2483526	ROXYGEN
Registration Number:	2646410	SHE COMMERCE
Registration Number:	2585865	SHE COMMERCE
Registration Number:	2579584	THRIVEONLINE
Registration Number:	2610249	TRACKERS

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

TRADEMARK
REEL: 003665 FRAME: 0426

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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. 400.

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.

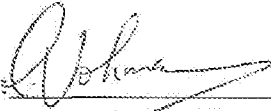
3. The Grantee authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the Trademark Collateral. The Grantee authorizes the Borrower (and its representatives and agents) to record this Termination and Release against the Trademark Collateral 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: CRISTOFLE USHMANN
Title: VICE PRESIDENT

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

TRADEMARK
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Exhibit A
Trademark Collateral

See attached.

U.S. Trademark Applications and Registrations Owned by Oxygen Media, LLC

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Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
AS SHE SEES IT	Owner: Oxygen Media LLC	Classes: 38	Registered	75/908130 01-Feb-2000	2,532,854 22-Jan-2002	22-Jan-2012
AS SHE SEES IT	Owner: Oxygen Media LLC	Classes: 41	Registered	75/907287 01-Feb-2000	2,528,388 08-Jan-2002	08-Jan-2012
BABYNAMER.COM	Owner: Oxygen Media LLC	Classes: 42	Registered	76/037816 28-Apr-2000	2,593,637 16-Jul-2002	16-Jul-2012
BABYNAMER.COM	Owner: Oxygen Media LLC	Classes: 42	Registered	76/037815 28-Apr-2000	2,533,635 29-Jan-2002	29-Jan-2012
BABYNAMER.COM Design (rattle)	Owner: Oxygen Media LLC	Classes: 42	Registered	76/037817 28-Apr-2000	2,535,773 05-Feb-2002	05-Feb-2012
BEFEARLESS	Owner: Oxygen Media LLC	Classes: 38	Registered	76/060543 31-May-2000	2,646,598 05-Nov-2002	05-Nov-2012

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
BEFEARLESS	Owner: Oxygen Media LLC	Classes: 41	Registered	76/060544 31-May-2000	2,592,577 09-Jul-2002	09-Jul-2012
CLUED IN	Owner: Oxygen Media LLC	Classes: 38	Registered	75/907283 01-Feb-2000	2,523,363 25-Dec-2001	25-Dec-2011
CLUED IN	Owner: Oxygen Media LLC	Classes: 41	Registered	75/907298 01-Feb-2000	2,537,222 05-Feb-2002	05-Feb-2012
EXHALE	Owner: Oxygen Media LLC	Classes: 41	Registered	75/816596 06-Oct-1999	2,460,422 12-Jun-2001	12-Jun-2011
EXHALE	Owner: Oxygen Media LLC	Classes: 38 & 42	Registered	75/816592 07-Oct-1999	2,579,456 11-Jun-2002	11-Jun-2012
GIRL IN THE PICTURE	Owner: Oxygen Media LLC	Classes: 38	Registered	75/817700 07-Oct-1999	2,582,981 18-Jun-2002	18-Jun-2012

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
INHALE	Owner: Oxygen Media LLC Classes: 41		Registered	75/816597	2,502,840	30-Oct-2011
				06-Oct-1999	30-Oct-2001	
INHALE	Owner: Oxygen Media LLC Classes: 38		Registered	75/816593	2,663,732	17-Dec-2012
				06-Oct-1999	17-Dec-2002	
KA-CHING	Owner: Oxygen Media LLC Classes: 36		Registered	75/896673	2,553,631	26-Mar-2012
				14-Jan-2000	26-Mar-2002	
KA-CHING	Owner: Oxygen Media LLC Classes: 35, 36, 41		Registered	75/743198	2,520,802	18-Dec-2011
				06-Jul-1999	18-Dec-2001	
KA-CHING	Owner: Oxygen Media LLC Classes: 38		Registered	75/864090	2,579,575	11-Jun-2012
				03-Dec-1999	11-Jun-2002	
LADIES' ROOM	Owner: Oxygen Media LLC Classes: 38		Registered	75/749474	2,348,702	09-May-2010
				13-Jul-1999	09-May-2000	

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
MOMS ONLINE Logo			Registered	76/006119 21-Mar-2000	2,569,119 14-May-2002	14-May-2012
	Owner: Oxygen Media LLC	Classes: 42				
MY MAMA ALWAYS SAID			Registered	76/006639 22-Mar-2000	2,508,141 13-Nov-2001	13-Nov-2011
	Owner: Oxygen Media LLC	Classes: 35				
O2 SIMPLIFY			Registered	75/841832 05-Nov-1999	2,436,654 20-Mar-2001	20-Mar-2011
	Owner: Oxygen Media LLC	Classes: 38 & 42				
PAJAMA PARTY			Registered	75/845755 12-Nov-1999	2,607,921 13-Aug-2002	13-Aug-2012
	Owner: Oxygen Media LLC	Classes: 41				
PURE OXYGEN			Registered	75/841363 05-Nov-1999	2,615,733 03-Sep-2002	03-Sep-2012
	Owner: Oxygen Media LLC	Classes: 38				
PURE OXYGEN			Registered	75/842029 05-Nov-1999	2,784,535 18-Nov-2003	18-Nov-2013
	Owner: Oxygen Media LLC	Classes: 41				

Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
ROXYGEN	Owner: Oxygen Media LLC	Classes: 41	Registered	75/837858 01-Nov-1999	2,505,340 06-Nov-2001	06-Nov-2011
ROXYGEN	Owner: Oxygen Media LLC	Classes: 38	Registered	75/837863 01-Nov-1999	2,483,526 28-Aug-2001	28-Aug-2011
SHE COMMERCE	Owner: Oxygen Media LLC	Classes: 38	Registered	75/901531 24-Jan-2000	2,646,410 05-Nov-2002	05-Nov-2012
SHE COMMERCE	Owner: Oxygen Media LLC	Classes: 41 & 42	Registered	75/755848 20-Jul-1999	2,585,865 25-Jun-2002	25-Jun-2012
THRIVEONLINE	Owner: Oxygen Media LLC	Classes: 41	Registered	75/867898 09-Dec-1999	2,579,584 11-Jun-2002	11-Jun-2012
TRACKERS	Owner: Oxygen Media LLC	Classes: 38 & 41	Registered	75/867801 09-Dec-1999	2,610,249 20-Aug-2002	20-Aug-2012