

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

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

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

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2805115	OXYGEN
Registration Number:	2791572	OXYGEN
Registration Number:	2390328	OXYGEN
Registration Number:	2732383	OXYGEN

**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

CH \$115.00 2805115

Correspondent Name: Roshelle Nagar c/o Weil Gotshal & Manges  
Address Line 1: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	64881.0018
NAME OF SUBMITTER:	Roshelle Nagar
Signature:	/Roshelle Nagar/
Date:	11/21/2007

**Total Attachments: 5**

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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. 380.

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.

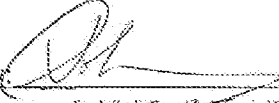
3. The Grantee authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the Trademark Collateral. The Grantee authorizes the Borrower (and its representatives and agents) to record this Termination and Release against the Trademark Collateral 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 22 day of November, 2007.

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

By   
Name: CHARLOTTE JORDAN  
Title: VICE PRESIDENT

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

**Exhibit A**  
**Trademark Collateral**

See attached.

U.S. Trademarks Owned by Oxygen Media Interactive, Inc.

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Trademark Name	Owner	Classes	Status	Application Number/Filing	Registration Number/Date	Renewal Date
OXYGEN	Owner: Oxygen Media Interactive, Inc.	Classes: 9	Registered	75/518512 14-Jul-1998	2,805,115 13-Jan-2004	13-Jan-2014
OXYGEN	Owner: Oxygen Media Interactive, Inc.	Classes: 16	Registered	75/518788 14-Jul-1998	2,791,572 09-Dec-2003	09-Dec-2013
OXYGEN	Owner: Oxygen Media Interactive, Inc.	Classes: 38	Registered	75/518531 14-Jul-1998	2,390,328 26-Sep-2000	26-Sep-2010
OXYGEN	Owner: Oxygen Media Interactive, Inc.	Classes: 41	Registered	75/519969 16-Jul-1998	2,732,383 01-Jul-2003	01-Jul-2013
OXYGEN	Owner: Oxygen Media Interactive, Inc.	Classes: 35	Published	75/518508 14-Jul-1998	N/A	N/A