

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rolling Stone LLC		10/02/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2405448	CORRESPONDENCE, LOVE LETTERS & ADVICE
Registration Number:	2530840	DIGITAL ETC.
Registration Number:	2405447	RANDOM NOTES
Registration Number:	2726171	ROLLINGSTONE
Registration Number:	2163640	ROLLINGSTONE.COM
Serial Number:	78755326	OUT THERE
Serial Number:	78755314	ROAD RAGE
Registration Number:	2979247	ROLLINGSTONE AUTHENTIC
Serial Number:	78755306	SMOKING SECTION
Serial Number:	78755361	THE GRID
Registration Number:	2447583	THE HOT LIST
Registration Number:	1574947	ROLLING STONE
Registration Number:	1588810	ROLLINGSTONE

OP \$340.00 2405448

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1245
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/31/2008

Total Attachments: 4
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 2, 2006, is made by Rolling Stone LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the Lenders (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of October 2, 2006, among Wenner Media LLC (the "Borrower"), the Agent, and the banks and other financial institutions and entities from time to time parties thereto (the "Lenders") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of October 2, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

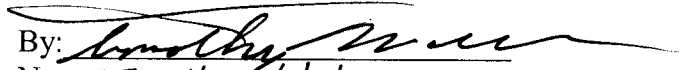
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROLLING STONE LLC

By: 
Name: Timothy Walsh
Title: Vice President

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration/Application Number
CORRESPONDENCE, LOVE LETTERS & ADVICE	2,405,448
DIGITAL ETC.	2,530,840
RANDOM NOTES	2,405,447
ROLLINGSTONE	2,726,171
ROLLINGSTONE.COM (and design)	2,163,640
OUT THERE	78/755,326
ROAD RAGE	78/755,314
ROLLING STONE AUTHENTIC (and design)	2,979,247
SMOKING SECTION	78/755,306
THE GRID	78/755,361
THE HOT LIST	2,447,583
ROLLING STONE	1,574,947
ROLLING STONE	1,588,810

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