

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank (Chicago)		09/26/2005	Banking Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Schofield Media Group, LLC
<b>Street Address:</b>	303 E. Wacker Drive
<b>Internal Address:</b>	23rd Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

<b>Name:</b>	Redcoat Publishing, LLC
<b>Street Address:</b>	900 Cummings Center
<b>Internal Address:</b>	Suite 222-T
<b>City:</b>	Beverly
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01915
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS

<b>Name:</b>	Ideal Media, LLC
<b>Street Address:</b>	303 E. Wacker Drive
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	Andrew Schofield
<b>Street Address:</b>	450 W. Huron Street
<b>City:</b>	Chicago

OP \$415.00 72357728

State/Country:	ILLINOIS
Postal Code:	60610
Entity Type:	INDIVIDUAL:

Name:	Ideal Media Group, LLC
Street Address:	303 E. Wacker Drive
Internal Address:	23rd Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Schofield Media Limited
Street Address:	Cringlefield Business Centre, Intwood Road, Cringleford
Internal Address:	Suite 10
City:	Norwich
State/Country:	NORFOLK ISLAND
Postal Code:	NR4 6AV
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	72357728	SOFT DRINKS SCOPE
Serial Number:	73029243	BEVERAGE WORLD
Serial Number:	73623812	INSTITUTIONAL DISTRIBUTION
Serial Number:	73623835	RESTAURANT BUSINESS
Serial Number:	73781069	FOODSERVICE DIRECTOR
Serial Number:	74016776	MENUMONITOR
Serial Number:	74158473	ID UPDATE
Serial Number:	74235430	HANDBOOK OF FOODSERVICE DISTRIBUTION
Serial Number:	75286971	ID
Serial Number:	75501516	GLOBAL BEVERAGE PACKAGE DESIGN CONFERENCE
Serial Number:	75922464	RETAIL MERCHANDISER
Serial Number:	76043924	FOODSERVICE PRODUCTLINK
Serial Number:	76248205	US BUSINESS REVIEW
Serial Number:	76248680	MANUFACTURING TODAY
Serial Number:	78187605	THE BEVERAGE FORUM

Serial Number:

78232881

BEVERAGE WORLD'S CHINA BEV

**CORRESPONDENCE DATA**

Fax Number: (312)706-9000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3127017608

Email: sjones2@mayerbrown.com

Correspondent Name: Sokya Jones

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, INDIANA 60606

ATTORNEY DOCKET NUMBER:

LONG SCHOFIELDMEDIA ET AL

**DOMESTIC REPRESENTATIVE**

Name: Joan L. Long

Address Line 1: 71 s. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Joan L. Long

Signature:

/Joan L. Long/

Date:

06/01/2008

Total Attachments: 4

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PAYOFF AND RELEASE LETTER

September 28, 2005

SCHOFIELD MEDIA GROUP, LLC  
and the Co-Borrowers and  
Guarantors signatory hereto  
303 E. Wacker Drive, 23<sup>rd</sup> Floor  
Chicago, Illinois 60601

Ladies and Gentlemen:

Reference is made to that certain Revolving Note, dated January 14, 2005 (as heretofore amended, modified, extended, renewed, or otherwise restated, the "Revolving Note"), and that certain Term Note, dated January 14, 2005, that certain Term Note, dated July 1, 2002, and that certain Term Note, dated July 27, 2004, (as heretofore amended, modified, extended, renewed, or otherwise restated, collectively, the "Term Notes"), collectively with the Revolving Note, the "Senior Notes"), by and among, as applicable, SCHOFIELD MEDIA GROUP, LLC, a Delaware limited liability company located at 303 E. Wacker Drive, 23rd Floor, Chicago, Illinois 60601 ("Schofield US"), SCHOFIELD MEDIA LIMITED, a company organized under the laws of England and Wales located at Cringlefield Business Centre, Sulte 10, Intwood Road, Cringleford, Norwich, Norfolk NR4 6AV, England and qualified to do business in the State of Illinois ("Schofield UK"), REDCOAT PUBLISHING, LLC, a Massachusetts limited liability company located at 900 Cummings Center, Suite 222-T, Beverly, Massachusetts 01915 ("RedCoat"), IDEAL MEDIA, LLC, a Delaware limited liability company located at 303 E. Wacker Drive, 23rd Floor, Chicago, Illinois 60601 ("Ideal Media"), and together with Schofield US, Schofield UK, and RedCoat, jointly and severally, each a "Borrower", collectively, the "Borrowers"), ANDREW SCHOFIELD, an individual, residing at 450 West Huron Street, Chicago, Illinois 60610 ("Andrew Schofield"), IDEAL MEDIA GROUP, LLC, a Delaware limited liability company located at 303 E. Wacker Drive, 23rd Floor, Chicago, Illinois 60601 ("Holdings"), and together with Andrew Schofield, jointly and severally, each a "Guarantor", collectively, the "Guarantors"), and FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation located at 105 S. York Street, Elmhurst, DuPage County, Illinois 60126 for itself and as agent for any affiliate of Fifth Third Bancorp (together with its successors and assigns, the "Lender"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Senior Notes.

For purposes of this Payoff and Release Letter, the "Outstanding Balance" shall mean the aggregate sum necessary to pay and satisfy in full, not later than 2:00 p.m. (New York time) on September 28, 2005 (the "Payment Date"), all Obligations owing by the Borrowers to the Lender under the Senior Notes.

The Outstanding Balance has been calculated as follows:

Outstanding Principal under Senior Notes	\$ 2,345,355.74
Accrued but Unpaid Interest and Fees re Senior Notes	\$ 11,744.34
Outstanding Legal Fees and Expenses (includes \$2,263.80 for Lender's legal fees in September to be invoiced)	<u>\$ 32,913.89</u>
<b>OUTSTANDING BALANCE</b>	<b><u>\$ 2,390,013.97</u></b>

The Outstanding Balance shall be paid to the undersigned by a wire transfer of immediately available funds as follows:

Bank:	Fifth Third Bank (Chicago)
ABA or Routing #:	042000314
Swift code:	FTBCUS3C
Account #:	7230909888
Name on Account:	FTCH Commercial Loans
Reference:	Obligor #0904312204 and 0905205860

Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263  
Telephone: 800-589-5355

Upon Lender's receipt of the Outstanding Balance in immediately available funds, Lender hereby agrees with the Borrowers and Guarantors of the Senior Notes that the Senior Notes shall be terminated, null and void and of no further force and effect, and that the Borrowers and Guarantors of the Senior Notes shall be irrevocably released from

any and all obligations in connection with the Senior Notes, except that the Borrowers and Guarantors of the Senior Notes hereby confirm, in accordance with the Senior Notes, that all provisions therein which expressly survive the termination of the Senior Notes shall survive the termination and release contemplated hereby.

The Borrowers and Guarantors of the Senior Notes hereby terminate, and release Lender from, all obligations of Lender under the Senior Notes, and agree that Lender shall have no further obligation under the Senior Notes.

Upon Lender's receipt of the Outstanding Balance, the liens in favor of Lender in connection with the Senior Notes and related loan documentation shall be automatically terminated. Upon request of the Borrowers following the Lender's receipt of the Outstanding Balance, the Lender will, at the cost and expense of the Borrowers, cause the filing of all UCC termination statements (and UK charge releases) related to filings made in relation to the Senior Notes and related documentation and execute such documents, instruments, discharges and releases as have been prepared or approved by the Borrowers and take such other actions, in each case as the Borrowers shall reasonably request, to evidence the satisfaction of the obligations of the Borrowers under the Senior Notes.

The Borrowers hereby agree to pay all costs and expenses in connection with the preparation, execution and delivery of this letter agreement and the release documents, if any, executed in furtherance hereof, the filing and recording of such release documents, including, without limitation, the reasonable fees and disbursements of legal counsel to the Lender.

To the extent that any payments or proceeds heretofore received by Lender, or any part of such payments, shall be subsequently required to be repaid to a trustee, receiver, debtor or debtor-in-possession pursuant to any bankruptcy law, common law or equitable cause, then to the extent that such payments or proceeds received by Lender are actually repaid by Lender to such trustee, receiver, debtor or debtor-in-possession, the Obligations or part thereof which were intended to be satisfied, and all rights of Lender with respect to such Obligations shall be revived and continue in full force and effect to the fullest extent permitted by law, as if such payment or proceeds had never been received by Lender, and this letter shall in no way impair the claims of Lender with respect to such revived Obligations to the fullest extent permitted by law.

THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS, U.S.A. (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF).

This letter may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

If the foregoing is in accordance with the Borrowers' and Guarantors' understanding, kindly so indicate by signing and returning to Lender the enclosed copy of this letter.

Very truly yours,

FIFTH THIRD BANK (CHICAGO),  
a Michigan banking corporation

By: Todd E Ritz  
Name: TODD E RITZ  
Title: VP

ACKNOWLEDGED AND AGREED AS  
OF THE DATE FIRST WRITTEN ABOVE:

SCHOFIELD MEDIA GROUP, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

any and all obligations in connection with the Senior Notes, except that the Borrowers and Guarantors of the Senior Notes hereby confirm, in accordance with the Senior Notes, that all provisions therein which expressly survive the termination of the Senior Notes shall survive the termination and release contemplated hereby.

The Borrowers and Guarantors of the Senior Notes hereby terminate, and release Lender from, all obligations of Lender under the Senior Notes, and agree that Lender shall have no further obligation under the Senior Notes.

Upon Lender's receipt of the Outstanding Balance, the liens in favor of Lender in connection with the Senior Notes and related loan documentation shall be automatically terminated. Upon request of the Borrowers following the Lender's receipt of the Outstanding Balance, the Lender will, at the cost and expense of the Borrowers, cause the filing of all UCC termination statements (and UK charge releases) related to filings made in relation to the Senior Notes and related documentation and execute such documents, instruments, discharges and releases as have been prepared or approved by the Borrowers and take such other actions, in each case as the Borrowers shall reasonably request, to evidence the satisfaction of the obligations of the Borrowers under the Senior Notes.

The Borrowers hereby agree to pay all costs and expenses in connection with the preparation, execution and delivery of this letter agreement and the release documents, if any, executed in furtherance hereof, the filing and recording of such release documents, including, without limitation, the reasonable fees and disbursements of legal counsel to the Lender.

To the extent that any payments or proceeds heretofore received by Lender, or any part of such payments, shall be subsequently required to be repaid to a trustee, receiver, debtor or debtor-in-possession pursuant to any bankruptcy law, common law or equitable cause, then to the extent that such payments or proceeds received by Lender are actually repaid by Lender to such trustee, receiver, debtor or debtor-in-possession, the Obligations or part thereof which were intended to be satisfied, and all rights of Lender with respect to such Obligations shall be revived and continue in full force and effect to the fullest extent permitted by law, as if such payment or proceeds had never been received by Lender, and this letter shall in no way impair the claims of Lender with respect to such revived Obligations to the fullest extent permitted by law.

THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS, U.S.A. (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF).

This letter may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

If the foregoing is in accordance with the Borrowers' and Guarantors' understanding, kindly so indicate by signing and returning to Lender the enclosed copy of this letter.

Very truly yours,

FIFTH THIRD BANK (CHICAGO),  
a Michigan banking corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED AS  
OF THE DATE FIRST WRITTEN ABOVE:

SCHOFIELD MEDIA GROUP, LLC,  
a Delaware limited liability company

By: 

Name: A. SCHOFIELD


Title: CEO

SCHOFIELD MEDIA LIMITED,  
a company organized under the laws  
of England and Wales, acting by:-

Director 

Secretary 

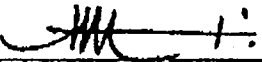
REDCOAT PUBLISHING, LLC,  
a Massachusetts limited liability company

By: 

Name: A. SCHOFIELD

Title: CEO

IDEAL MEDIA, LLC,  
a Delaware limited liability company

By: 

Name: A. SCHOFIELD

Title: CEO

**GUARANTORS:**

ANDREW SCHOFIELD,  
an individual



IDEAL MEDIA GROUP, LLC,  
a Delaware limited liability company

By: 

Name: A. SCHOFIELD

Title: CEO