

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rolling Stone LLC		12/11/2007	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: 2			
Property Type	Number	Word Mark	
Serial Number:	77348901	ROLLING STONE	
Serial Number:	77348952	ROLLING STONE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	/m/		

OP \$65.00 77348901

Date:

07/28/2008

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 11, 2007, 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.

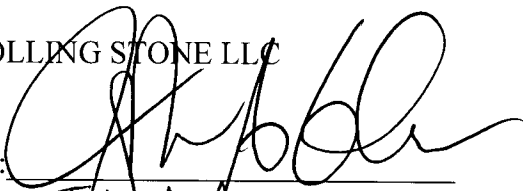
SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance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

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

By: _____
Name:
Title:

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:

Title:

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

By: _____

Name:


Title:

James McDonnell
James McDonnell
Vice President

STATE OF New York)
COUNTY OF New York) ss

On the 13 day of May, 2008, before me personally came John A. GRUBER, who is personally known to me to be the Chief Financial Officer of ROLLING STONE LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

DANA J. ROSEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RO6175757
Qualified in New York County
My Commission Expires September 18, 2011



Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York

On the 15th day of July, 2008, before me personally came James Mc Donnell, who is personally known to me to be the VP of JPMorgan Chase Bank, N.A., a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Violet D. Sewgobind
Notary Public

VIOLET D. SEWGOBIND
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN QUEENS COUNTY
NO. 01SE5010039

(PLACE STAMP AND SEAL ABOVE) MY COMMISSION EXPIRES MARCH 22, 20 11

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration/Application Number
ROLLING STONE	77/348,901
ROLLING STONE	77/348,952