

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
Radar Online LLC		10/24/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Integrity Multimedia Company LLC		
Street Address:	1101 West Lake Street		
Internal Address:	Second Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78117391	RADAR MAGAZINE	
Serial Number:	78540108	RADAR ONLINE	
Serial Number:	78628088	FRESH INTELLIGENCE	
Serial Number:	78630328	FAME-O-METER	
Serial Number:	78978031	FRESH INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	(312)775-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127758000		
Email:	rdicerbo@mcandrews-ip.com		
Correspondent Name:	Ronald A DiCerbo		
Address Line 1:	500 West Madison		
Address Line 2:	34th Floor		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$140.00 78117391

ATTORNEY DOCKET NUMBER:	RADAR ONLINE LLC
NAME OF SUBMITTER:	Ronald A DiCerbo
Signature:	/RAD/
Date:	10/24/2008

Total Attachments: 9

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COLLATERAL ASSIGNMENT OF SECURITY INTEREST

This Collateral Assignment of Security Interest (the "Assignment") made effective as of October 21, 2008 (the "Effective Date"), made by and between Radar Online LLC, a Delaware limited liability company (the "Assignor") and Integrity Multimedia Company LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, the Assignor and Assignee are parties to the Integrity Multimedia Company Contribution Agreement (the "Agreement") dated as of the Effective Date, pursuant to which Assignee agreed to contribute substantially all of the IMC Business (as defined in the Agreement) to Assignor;

WHEREAS, in order to induce Assignee to make the contribution, Assignor has agreed to assign certain intangible property to Assignor for purposes of securing the obligations of Assignee to Assignor.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest.

As collateral security for the prompt and complete performance of all of Assignor's present or future obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest to Assignee, as security, but not as an ownership interest, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule I attached hereto (collectively, the "Trademarks").

(b) All right, title and interest in and to any and all present and future domain names now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule II attached hereto (collectively, the "Domain Names");

(c) All present and future copyrights, whether registered or not, applications to register and registrations of the same, including, without limitation, the copyrights listed in Schedule III to this Agreement and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Copyrights");

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(e) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights, Patents or Trademarks (the "Licenses");

(f) All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Copyrights, Patents or Trademarks;

(g) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(h) Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

(i) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(j) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(k) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(l) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE LOAN AGREEMENT.

2. Authorization and Request.

Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. Covenants and Warranties.

Assignor represents, warrants, covenants and agrees as follows:

(a) Assignor is now the sole owner of the Collateral.

(b) Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business or as set forth in this Assignment.

(c) Assignor shall promptly advise Assignee of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Assignor in or to any Trademark, Patent, or Copyright not specified in this Assignment.

(d) Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public.

(e) Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any material Collateral, the ability of Assignor to dispose of any material Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.

(f) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder.

4. Miscellaneous

(a) No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power, or privilege under this Assignment or under the Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Assignment or under the Agreement or any other agreement by Assignee shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Assignee.

(b) Rights Are Cumulative. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to affect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

(c) Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

(d) Amendments. This Assignment may be amended only by a written instrument signed by both parties hereto.

(e) Severability. The provisions of this Assignment are severable. If any provision of this Assignment is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Assignment in any jurisdiction.

(f) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(g) Delaware Law and Jurisdiction. This Assignment shall be governed by the laws of the State of Delaware, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Delaware.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the Effective Date.

Separate signature page attached

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the Effective Date.

RADAR ONLINE LLC

By: Integrity Multimedia Company LLC
Its: Member

By: _____
Name: Yusef D. Jackson
Title: Chairman

By: American Media Operations, Inc.
Its: Member

By: _____
Name: Dean Durbin
Title: Executive Vice President and
Chief Financial Officer

**INTEGRITY MULTIMEDIA COMPANY
LLC**

By: _____
Name: Yusef D. Jackson
Title: Chairman

[Signature page to IP Security Interest Agreement]


IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the Effective Date.

RADAR ONLINE LLC

By: Integrity Multimedia Company LLC
Its: Member

By: _____
Name: Yusef D. Jackson
Title: Chairman

By: American Media Operations, Inc.
Its: Member

By:  _____
Name: Dean Durbin
Title: Executive Vice President and
Chief Financial Officer

**INTEGRITY MULTIMEDIA COMPANY
LLC**

By: _____
Name: Yusef D. Jackson
Title: Chairman

[Signature page to IP Security Interest Agreement]

SCHEDULE I

Marks

Trademark	Country	Application Number	Registration Number
RADAR ONLINE	Australia	1062502	
RADAR ONLINE	United States	78/540108	
RADAR MAGAZINE	United States	78/117391	3154672
FAME-O-METER	United States	78/630328	3,182,772
FRESH INTELLIGENCE	United States	78/628088	3226097
FRESH INTELLIGENCE	United States	78/978031	3272481
RADAR ONLINE	New Zealand	731953	731,953
RADAR ONLINE	European Community	004516845	004516845
RADAR ONLINE	Canada	1263248	TMA700052

SCHEDULE II

Domain Names

RADARONLINE.COM
RADARMAGAZINE.COM

SCHEDULE III

Copyrights

Non-registered copyrights in Radar Magazine for the following issues: March 2007, June/July 2007, September 2007, October 2007, November 2007, December 2007, February 2008, March 2008, April 2008, May/June 2008, July/August 2008, September 2008, October/November 2008, December/January 2008

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