

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Pledge and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Special Lending Group, L.P.		04/28/2009	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Retirement Systems of Alabama Holdings LLC		
<b>Street Address:</b>	201 South Union Street		
<b>City:</b>	Montgomery		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36130-4104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78393684	MAGIC MEDIA	
<b>Serial Number:</b>	78393685	MAGIC MEDIA	
<b>Serial Number:</b>	74627288	MAKING OUTDOOR EASY TO BUY	
<b>Serial Number:</b>	78456712	VIDEO DRIVE BUY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7036106100		
<b>Email:</b>	boxip@hhlaw.com		
<b>Correspondent Name:</b>	Timothy J. Lyden		
<b>Address Line 1:</b>	7930 Jones Branch Drive		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	21727.09		
<b>NAME OF SUBMITTER:</b>	Timothy J. Lyden		

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**TRADEMARK**

**900133222**

**REEL: 003981 FRAME: 0157**

Signature:	/Timothy J. Lyden/
Date:	05/01/2009
Total Attachments: 3 source=Assignment and Assumption of Pledge Agreement#page1.tif source=Assignment and Assumption of Pledge Agreement#page2.tif source=Assignment and Assumption of Pledge Agreement#page3.tif	

**ASSIGNMENT AND ASSUMPTION OF PLEDGE AND SECURITY AGREEMENT**

This Assignment and Assumption of Pledge and Security Agreement (the “**Assignment**”) is dated as of April 28, 2009 (the “**Effective Date**”) and is entered into by and between Goldman Sachs Special Lending Group, L.P., as the prior Collateral Agent (the “**Assignor**”) and Retirement Systems of Alabama Holdings LLC, as the Successor Collateral Agent (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement (defined below). This Assignment is being executed and delivered pursuant to that certain Loan Purchase and Agency Assignment Agreement (the “**Loan Purchase Agreement**”) dated as of the date hereof by and among Assignor, Assignee, the Administrative Agent and the Credit Parties.

The Assignor is the collateral agent under (i) that certain Credit and Guaranty Agreement, dated as of November 15, 2006 (as it may be amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Magic Media, Inc. (the “**Company**”), Magic Media Holdings, LLC (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, and Assignor (as it may be amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) and (ii) that certain Pledge and Security Agreement, dated as of November 15, 2006, among Company, Holdings, Magic Media Real Estate, LLC and Assignor (the “**Pledge and Security Agreement**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably transfers and assigns to the Assignee, and the Assignee hereby irrevocably accepts and assumes from the Assignor, subject to and in accordance with the Loan Purchase Agreement and the Credit Agreement all right, title and interest of the Assignor as Collateral Agent in and to the Pledge and Security Agreement and the other Credit Documents.

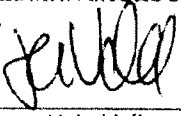
This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles thereof.

[Remainder of Page Intentionally Left Blank]

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

GOLDMAN SACHS SPECIALTY LENDING GROUP,  
L.P.

By:   
Title: Kyle Volluz  
Senior Vice President

[Signatures Continue on Following Page]

ASSIGNEE

RETIREMENT SYSTEMS OF ALABAMA  
HOLDINGS LLC

By:   
Title: Manager