

**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
The CIT Group/Commercial Services, Inc.		06/09/2009	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	New York Media, LLC
<b>Street Address:</b>	75 Varick Street
<b>Internal Address:</b>	4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	3155381	ASK A SHOP CLERK
Registration Number:	3010335	BEAUTY OF NEW YORK
Registration Number:	3010334	BEAUTY OF NEW YORK
Registration Number:	0993961	BEST BETS
Registration Number:	1074989	BETWEEN THE LINES
Registration Number:	1169756	CITYSIDE
Registration Number:	3161151	ECONOMY OF ONE
Registration Number:	1458867	FAST TRACK
Registration Number:	1159990	INTELLIGENCER
Registration Number:	1136766	NEW YORK
Registration Number:	1135730	NEW YORK
Registration Number:	2993953	NEW YORK FAMILY GUIDE
Registration Number:	2624243	NEW YORK MAGAZINE SHOPS

**CH \$740.00 3155381**

Registration Number:	2984758	NEW YORK WEDDINGS
Registration Number:	3010336	NEWYORKMETROMIXER
Registration Number:	3172709	STRATEGIST
Registration Number:	2988733	STRICTLYPERSONAL.COM
Registration Number:	2988734	STRICTLY PERSONALS
Registration Number:	3047693	TASTE OF NEW YORK
Registration Number:	3178767	THE APPROVAL MATRIX
Registration Number:	1238265	THE BOTTOM LINE
Registration Number:	3125212	THE LOOK BOOK
Registration Number:	1171786	THE NATIONAL INTEREST
Registration Number:	2574751	THE SPORTING LIFE
Registration Number:	1074990	UNDERGROUND GOURMET
Registration Number:	3161170	VU.
Serial Number:	78712741	NEW YORK BEST DOCTORS
Serial Number:	78711940	NEW YORK BEST OF NEW YORK
Serial Number:	78711897	MARKET RESEARCH

**CORRESPONDENCE DATA**

Fax Number: (312)464-3111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312/464-3100  
Email: sceresnie@loeb.com  
Correspondent Name: Sharon A. Ceresnie  
Address Line 1: 321 N. Clark Street, Suite 2300  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	203887-10096
NAME OF SUBMITTER:	Sharon A. Ceresnie
Signature:	/sharon a ceresnie/
Date:	06/15/2009

Total Attachments: 7  
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EXECUTION COPY

**TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY  
INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS**

This Agreement is dated as of June 9, 2009 and is executed in favor of New York Media, LLC, a Delaware limited liability company ("Borrower") by The CIT Group/Commercial Services, Inc., a New York corporation ("Secured Party").

WHEREAS, Borrower and Secured Party entered into that certain Financing Agreement, dated as of May 3, 2007 (as amended, modified or supplemented from time to time, the "Financing Agreement"), pursuant to which Secured Party extended credit to Borrower;

WHEREAS, in connection with the Financing Agreement, (i) Borrower and Secured Party entered into that certain Intellectual Property Security Agreement dated as of May 3, 2007 (the "IP Security Agreement"), pursuant to which Borrower granted a security interest in its Intellectual Property Collateral (as defined below) to Secured Party, and (ii) Borrower executed in favor of Security Party a Power of Attorney, dated as of May 3, 2007, each of which were filed with the appropriate offices; and

WHEREAS, Borrower has requested that Secured Party terminate, release and reassign its security interest in the Intellectual Property Collateral in connection with the termination of the Financing Agreement and the related agreements, and the payment in full of all obligations thereunder, pursuant to that certain Termination, Release and Indemnification Agreement, dated as of the date hereof, by and between Borrower and Secured Party (the "Payoff Agreement");

NOW, THEREFORE, Secured Party hereby terminates, releases and reassigns to Borrower its lien on and security interest in the following (collectively, the "Intellectual Property Collateral"), whether such lien and security interest is granted pursuant to the Financing Agreement, the IP Security Agreement or any other agreement or document:

1. Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein, including, without limitation, the patents and applications, if any, listed on the Annex attached hereto, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (the "Patent Collateral");
2. Trademarks, trademark registrations and/or applications and tradenames, including, without limitation, the trademarks and applications, if any, listed on the Annex attached hereto, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (the "Trademark Collateral");
3. Unregistered, registered and common law copyrights, copyright registrations and renewals, and applications for copyright registrations and renewals in any and all

media, and (i) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof; (ii) the right to sue for past, present and future infringements thereof; (iii) all other rights corresponding thereto throughout the world; and (iv) all proceeds thereof, all as presently existing or hereafter arising or acquired (the "Copyright Collateral").

4. The goodwill of Borrower's business connected with and symbolized by the Patent Collateral, Trademark Collateral and/or the Copyright Collateral; and
5. All cash and non-cash proceeds of the foregoing.

Secured Party further agrees to execute and deliver to Borrower and/or Access Capital, Inc. (the "New Lender") any and all further documents or instruments and do any and all further acts, in each case at Borrower's cost and expense, which Borrower and/or New Lender (or their respective agents or any of their respective designees) may reasonably request, in order to confirm this Agreement and the release by Secured Party of its lien on and security interest in the Intellectual Property Collateral, and the reassignment by Secured Party to Borrower of all of Secured Party's right, title and interest in and to the Intellectual Property Collateral.

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IN WITNESS WHEREOF, Secured Party has executed this Agreement as of the date first above written.

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Secured Party

By: James C Bodie  
Name: James C Bodie  
Title: VP - Account Executive

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On the 7<sup>th</sup> day of June, 2009, before me, a duly authorized notary in and for the above county and state, appeared James C Bodie, on behalf of The CIT Group/Commercial Services, Inc., known to me to be the individual who executed the above Agreement.

[Signature]  
Notary Public

**JOHN J. GREGG**  
Notary Public, State of New York  
No. 0214791002  
Qualified in Queens County  
Certificate Filed in Queens County  
Commission Expires June 28, 2011

**ANNEX TO TERMINATION, RELEASE AND REASSIGNMENT OF  
SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS**





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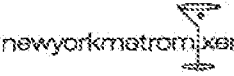
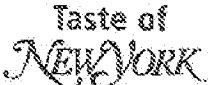
**TRADEMARK  
REEL: 004005 FRAME: 0361**

EXHIBIT C

UNITED STATES ISSUED TRADEMARKS, SERVICE  
MARKS AND COLLECTIVE MEMBERSHIP MARKS

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ASK A SHOP CLERK	3155381	October 10, 2006
BEAUTY OF NEW YORK and Design 	3010335	November 1, 2005
BEAUTY OF NEW YORK and Design 	3010334	November 1, 2005
BEST BETS	993961	September 24, 1974
BETWEEN THE LINES	1074989	October 11, 1977
CITYSIDE	1169756	September 15, 1981
ECONOMY OF ONE	3161151	October 17, 2006
FAST TRACK	1458867	September 22, 1987
INTELLIGENCER	1159990	July 7, 1981
NEW YORK	1136766	June 10, 1980
NEW YORK (Stylized) 	1135730	May 20, 1980
NEW YORK FAMILY GUIDE (Stylized) 	2993953	September 13, 2005
NEW YORK MAGAZINE SHOPS (Stylized)	2624243	September 24, 2002

Mark	Registration Number	Registration Date
		
NEW YORK WEDDINGS (Stylized) 	2984758	August 16, 2005
NEWYORKMETROMIXER and Design 	3010336	November 1, 2005
STRATEGIST	3172709	November 14, 2006
STRICTLYPERSONAL.COM	2988733	August 30, 2005
STRICTLY PERSONALS	2988734	August 30, 2005
TASTE OF NEW YORK (Stylized) 	3047693	January 24, 2006
THE APPROVAL MATRIX	3178767	November 28, 2006
THE BOTTOM LINE	1238265	May 17, 1983
THE LOOK BOOK	3125212	August 1, 2006
THE NATIONAL INTEREST	1171786	September 29, 1981
THE SPORTING LIFE	2574751	May 28, 2002
UNDERGROUND GOURMET	1074990	October 11, 1977
VU.	3161170	October 17, 2006



TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
NEW YORK BEST DOCTORS (Stylized) <i>NEW YORK</i> BEST DOCTORS	(78712741)	(September 14, 2005)
NEW YORK BEST OF NEW YORK and Design <i>NEW YORK</i> BEST OF NEW YORK	(78711940)	(September 13, 2005)
MARKET RESEARCH	(78711897)	(September 13, 2005)

COLLECTIVE MEMBERSHIP MARKS