

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha Media Group, Inc.		08/14/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dennis Publishing, Inc.
Street Address:	1040 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	1957138	BLENDER
Registration Number:	3195851	BLENDER
Registration Number:	3106578	BLENDER
Registration Number:	3106577	BLENDER
Serial Number:	78495784	BLENDER
Registration Number:	3389639	BLENDER THEATER
Registration Number:	2191323	STUFF
Registration Number:	3242065	STUFF'S STARLETS
Serial Number:	78927315	STUFF CASINO
Serial Number:	78873312	STUFF HOTEL
Serial Number:	77028583	STUFF LEGENDS
Serial Number:	78927313	STUFF LEGENDS
Serial Number:	77167078	STUFF LODGE
Serial Number:	77167077	STUFF LODGE

CH \$1915.00 1957138

Registration Number:	3263008	STUFF VIP TRAVEL
Registration Number:	2165852	THE BEST THING TO HAPPEN TO MEN SINCE WOMEN
Serial Number:	78759007	DENNIS DIGITAL
Serial Number:	78411700	IT'S BAD - REALLY, REALLY BAD!
Serial Number:	78411698	K-MAXX!
Registration Number:	2922400	M
Registration Number:	3163953	M
Registration Number:	3228649	M
Registration Number:	3206793	M
Registration Number:	2072696	MAXIM
Registration Number:	3127276	MAXIM
Registration Number:	3228647	MAXIM
Registration Number:	2449119	MAXIM
Registration Number:	2600504	MAXIM BOOKS
Registration Number:	3085737	MAXIM CASINO
Registration Number:	2902970	MAXIM GOES TO THE MOVIES
Registration Number:	3124536	MAXIM LIVING
Registration Number:	2988285	MAXIM LIVING
Registration Number:	2976807	MAXIM MAGAZINE
Registration Number:	2449110	MAXIM ONLINE
Registration Number:	2565895	MAXIMONLINE.COM
Registration Number:	2976481	MAXIM RADIO
Registration Number:	3068330	MAXIM RADIO
Registration Number:	2976337	MAXIM TV
Registration Number:	2983401	MAXIM TV
Registration Number:	3228883	MISS MAXIM
Serial Number:	78644665	CLUB MAXIM
Serial Number:	77183372	FACE OF MAXIM
Serial Number:	76468369	MAXIM
Serial Number:	78241573	CREATING WARMTH WITH WOOD
Serial Number:	78493595	MAXIM
Serial Number:	78495780	MAXIM
Serial Number:	76240814	MAXIM
Serial Number:	78586278	MAXIM
Serial Number:	78768015	MAXIM

Serial Number:	76266265	MAXIM
Serial Number:	78687197	MAXIM
Serial Number:	78687196	MAXIM
Serial Number:	75152322	VOR-TECH UNDERCOVER CONVERSION SQUAD
Serial Number:	78035058	EVERLINK SRAC SERVER
Serial Number:	77022343	MAXIM FILMS
Serial Number:	78687198	MAXIM GRILL
Serial Number:	78816737	MAXIM GRILL
Serial Number:	78371631	MAXIM HOTEL
Serial Number:	78363739	MAXIM HOTEL AND CASINO
Serial Number:	78493596	MAXIM LIVING
Serial Number:	78341754	MAXIM LOUNGE
Serial Number:	78644668	MAXIM LOUNGE
Serial Number:	78591364	MAXIM MILLION DOLLAR BABES
Serial Number:	78634932	MAXIM MILLION DOLLAR BABES
Serial Number:	78820846	MAXIM PRIME
Serial Number:	76057667	MAXIM SPORTS BARS
Serial Number:	78797175	MAXIM STEAK
Serial Number:	78687199	MAXIM STEAKHOUSE
Serial Number:	78836214	MAXIM'S GUY'S CHOICE AWARDS
Serial Number:	77021181	MAXIM'S MEN OF COMEDY
Serial Number:	78940504	MAXIM'S MOST AWESOME AWARDS
Serial Number:	77021183	MAXIM'S WOMEN OF COMEDY
Serial Number:	77002851	MAXIM'S WOMEN OF THE YEAR
Serial Number:	76341506	MEN
Registration Number:	3261379	MAXIM
Serial Number:	78359239	CLUB MAXIM

CORRESPONDENCE DATA

Fax Number: (212)468-4888

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

Phone: 2124684800

Email: jkatz@dglaw.com, jwatson@dglaw.com, chinton@dglaw.com,
trademarks@dglaw.com

Correspondent Name: Jeffrey C. Katz

Address Line 1: Davis & Gilbert LLP

Address Line 2: 1740 Broadway

TRADEMARK
REEL: 004067 FRAME: 0094

Address Line 4: New york, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 22800-20-15 (ASSIGNMENT)

NAME OF SUBMITTER: Jeffrey C. Katz

Signature: /Jeffrey C. Katz/

Date: 09/23/2009

Total Attachments: 14

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INTELLECTUAL PROPERTY LICENSE AGREEMENT

dated as of August 14, 2007

between

Alpha Media Group Inc.

and

Dennis Publishing, Inc.

NYI-4012930v2

TRADEMARK
REEL: 004067 FRAME: 0096

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INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (this "Agreement") dated August 14, 2007 (the "Effective Date"), between Alpha Media Group Inc. ("Licensor"), a corporation incorporated under the laws of Delaware, and Dennis Publishing, Inc. ("Licensee"), a corporation incorporated under the laws of New York (each a "Party" and collectively, the "Parties").

Terms that are not defined in this Agreement shall have the meaning set forth in the IP Transfer Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to an Intellectual Property Transfer Agreement dated as of August 14, 2007 (the "IP Transfer Agreement") by and among Licensor, Licensee, Felix Dennis, Dennis Publishing Limited, Peter Godfrey, MagCirc LLC and Robert Bartner, Licensor has acquired rights in certain Copyrights, Trademarks, Trade Secrets and Patents (the "Licensed Intellectual Property");

WHEREAS, pursuant to the IP Transfer Agreement, Licensor has been assigned certain Trademark License Agreements by Mr. Dennis (the "Original Trademark Agreements"), including certain agreements under which Licensee is the licensee; and

WHEREAS, Licensee desires to obtain and Licensor is willing to grant, certain rights to enable Licensee to use the Licensed Intellectual Property;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* (a) The following terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

"Applicable Law" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

“**Business Day**” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

“**Governmental Authority**” means any transnational, domestic or foreign federal, state or local, governmental authority, department, court, agency or official, including any political subdivision thereof.

“**Licensed Marks**” means any Trademark included in the Licensed Intellectual Property.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“**Subsidiary**” means any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by Licensee.

“**URL**” means universal resource locator, the computer internet address of a website.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Damages	4.03
Effective Date	Preamble
IP Transfer Agreement	Preamble
License	2.01
Licensee	Preamble
Licensor	Preamble
Party	Preamble
Parties	Preamble
Term	5.01

Section 1.02. *Other Definitional and Interpretative Provisions.* The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles and Sections are to Articles and Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed

to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to "law", "laws" or to a particular statute or law shall be deemed also to include any and all Applicable Law.

ARTICLE 2 GRANT OF LICENSE

Section 2.01. *Grant of License.* Subject to any rights granted under the Original Trademark Agreements, Licensor hereby grants to Licensee an exclusive, worldwide (but subject to any geographical limitations inherent to the Licensed Intellectual Property), non-transferable (except as set forth herein), royalty-bearing license to use the Licensed Intellectual Property for the duration of the Term (the "License").

Section 2.02. *Sublicense Rights And Subsidiaries.* The License shall include the right of Licensee to grant sublicenses to any Affiliate or any other Person. In no event shall Licensee purport to grant a sublicense pursuant to this Section 2.02 that is broader in scope than the License and any such attempted sublicense shall be null and void.

Section 2.03. *Royalty Rate.* Within 60 days of the date hereof, the Parties shall agree on a mutually acceptable and reasonable market rate royalty to be paid in consideration for the License. All royalties paid in consideration for the License shall accrue from the date hereof.

Section 2.04 *Reservation of Rights.* Licensee acknowledges and agrees that, except as expressly set forth in this Agreement, it is not obtaining any rights in or to, or rights to use, any of the Licensed Intellectual Property.

Section 2.05. *Disclaimers; Limitation of Liability.* THE LICENSE GRANTED HEREIN IS MADE ON AN "AS IS" BASIS, AND LICENSOR HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE

LAW, LICENSOR WILL NOT BE LIABLE UNDER ANY LEGAL OR
EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SUCH PARTY HAS
BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 3
OWNERSHIP AND USE OF LICENSED INTELLECTUAL PROPERTY

Section 3.01. *Ownership of Licensed Intellectual Property.* Neither this Agreement nor its performance confer on Licensee any right with respect to the Licensed Intellectual Property other than those rights expressly granted pursuant to this Agreement. Any use of Licensed Marks by Licensee inures to the benefit of Licensor. Licensee shall not, without the prior consent of the Licensor, (a) challenge the validity or ownership of the Licensed Intellectual Property or claim adversely or assist in any claim adverse to Licensor concerning any right, title or interest in the Licensed Intellectual Property, (b) do or permit any act which may directly or indirectly impair or prejudice Licensor's title to the Licensed Intellectual Property or be detrimental to the reputation and goodwill of Licensor, including any act which might assist or give rise to any application to remove or de-register any of the Licensed Intellectual Property, or (c) register or use or attempt to register or to use any trademark, design, company name, trade name, URL or domain name which may be similar to or comprise or include any of the Licensed Intellectual Property.

Section 3.02. *Quality Standards and Inspection.* Licensee shall use the Licensed Marks only in form stipulated by Licensor and shall conform to and observe such standards as Licensor from time to time prescribes, including standards relative to the quality, design, identity, size, position, appearance, marking, color of such Licensed Marks, and the manner, disposition and use of such Licensed Marks and accompanying designations, on any document or other media. All services performed under such Licensed Marks and all goods to which such Licensed Marks are applied shall at all times be in compliance with Applicable Law, and such services performed or goods supplied shall in each case be effected in a manner so as not to bring discredit upon the such Licensed Marks. Licensor shall have the right to inspect any designation, document or other media, and any facilities or records, used or maintained by Licensee in connection with the performance of any services or supply of goods under one or more of such Licensed Marks.

Section 3.03. *Third Party Notices.* Licensee shall ensure that any documents, publications or other material which include a reference to any Licensed Marks contain a written statement to the effect that such Licensed Marks are registered trademarks of Licensor and are used by Licensee under license, or such other statement as Licensor may reasonably require from time to time.

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ARTICLE 4
INFRINGEMENT AND INDEMNIFICATION

Section 4.01. *Infringement of Licensed Intellectual Property by Third Party.* Licensee shall immediately notify Licensor of any unauthorized or improper use by any Person of any Licensed Intellectual Property. Licensee shall notify Licensor of the particulars of such infringement and provide any other information which it may have relating to such infringement.

Section 4.02. *Third Party Actions.* Licensee shall immediately notify Licensor of any allegations, claims or demands (actual or threatened) against Licensee or any of its Subsidiaries for infringement of any intellectual property rights of third parties by reason of the Licensee's use of the Licensed Intellectual Property and provide all particulars requested by Licensor. Licensee shall not enter into any settlement, admit any liability or consent to any adverse judgment that would adversely affect the rights or interest of Licensor in and to the Licensed Intellectual Property without the prior written consent of Licensor. Licensor shall have the right to employ separate counsel and participate in the defense of such action at its own expense.

Section 4.03. *Indemnification by Licensee.* Licensee shall indemnify, defend and hold harmless Licensor and each of Licensor's Affiliates from and against all losses, claims, damages, liabilities, demands, proceedings and costs (including legal costs) ("**Damages**") related to or arising out of the use of the Licensed Intellectual Property by Licensee or its Subsidiaries and the exercise of Licensee's rights and obligations under this Agreement.

ARTICLE 5
TERM AND TERMINATION

Section 5.01. *Term.* This Agreement is effective as of the Effective Date and continues in full force and effect unless and until terminated by the Parties (the "**Term**").

Section 5.02. *Termination by Licensor.* Licensor may terminate this Agreement by written notice to Licensee immediately upon written notice to Licensee:

(a) in the event that Licensee files a voluntary petition under the United States Bankruptcy Code or the insolvency laws of any state; or has an involuntary petition filed against it under the United States Bankruptcy Code, or a receiver appointed for its business, unless such petition or appointment of a receiver is dismissed within 90 days; or

(b) in the event that Licensee materially breaches the provisions of Section 3.02 of this Agreement.

Section 5.03. *Effect of Termination; Survival.* Upon expiration or termination of this Agreement, Licensee shall and shall cause each of its Subsidiaries to cease using the Licensed Intellectual Property or any derivation thereof in any form. In the event that Licensee or any of its Subsidiaries fail to cease using the Licensed Intellectual Property, Licensee agrees and hereby specifically consents to Licensor obtaining a decree of a court having jurisdiction over Licensee or any of its Subsidiary ordering Licensee and its Subsidiaries to stop the use of the Licensed Intellectual Property in any form. Notwithstanding anything in this Agreement to the contrary, Sections 2.03, 4.03 and 5.03 and Article 6 survive any expiration or termination of this Agreement.

ARTICLE 6
GENERAL

Section 6.01. *Assignment.* Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Licensor. For the avoidance of doubt, the grant of a security interest in or a collateral assignment of this Agreement shall not constitute an assignment for the purposes of this Section 6.01.

Section 6.02. *Notices.* All notices, requests and other communications to any Party shall be in writing (including facsimile transmission) and shall be given,

if to Licensee, to:

Dennis Publishing, Inc.
c/o Quadrangle Group LLC
375 Park Avenue
New York, New York 10152
Attention: Peter Ezersky
Facsimile No.: (212) 418-1701

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: Will Aaronson
Facsimile No.: (212) 450-3800

if to Licensor, to:

Alpha Media Group Inc.
c/o Quadrangle Group LLC
375 Park Avenue
New York, New York 10152
Attention: Peter Ezersky
Facsimile No.: (212) 418-1701

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: Will Aaronson
Facsimile No.: (212) 450-3800

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Parties. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 6.03. *Specific Performance.* The Parties acknowledge that money damages are not an adequate remedy for any violation of this Agreement and that either Party may, in its sole discretion, apply to the court set forth in Section 6.07 for specific performance, or injunctive, or such other relief as such court may deem just and proper, in order to enforce this Agreement or prevent any violation hereof, and to the extent permitted by Applicable Law, each Party waives the posting of bond and any objection to the imposition of such relief.

Section 6.04. *Amendments and Waivers.* (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.05. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 6.06. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

Section 6.07. *Jurisdiction.* The Parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each Party hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 6.02 shall be deemed effective service of process on such Party.

Section 6.08. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.09. *Counterparts; Effectiveness; No Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Party.

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Until and unless each Party has received a counterpart hereof signed by the other Party, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

Section 6.10. *Entire Agreement.* This Agreement, together with the Original Trademark Agreements, constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof (but shall not supersede the Original Trademark Agreements).

Section 6.11. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

[The remainder of this page has been intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement
to be duly executed as of the date first written above.

Alpha Media Group Inc.

By: David A Crosby
Name: DAVID A. CROSBY
Title: SECRETARY

Dennis Publishing, Inc.

By: _____
Name:
Title:

NY1-4012930v2

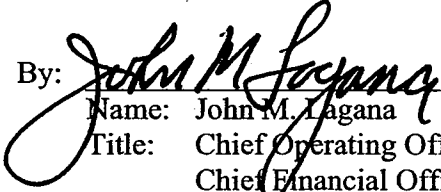
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REEL: 004067 FRAME: 0108

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

Alpha Media Group Inc.

By: _____
Name:
Title:

Dennis Publishing, Inc.

By:  _____
Name: John M. Lagana
Title: Chief Operating Officer &
Chief Financial Officer

Signature Page to DPI License