

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retirement Systems of Alabama Holding LLC		10/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Magic Media, Inc.		
Street Address:	420-A South First Street		
City:	Bangor		
State/Country:	PENNSYLVANIA		
Postal Code:	18013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1945707	MAKING OUTDOOR EASY TO BUY	
Registration Number:	3009617	MAGIC MEDIA	
Registration Number:	3009618	MAGIC MEDIA	
Serial Number:	78456712	VIDEO DRIVE BUY	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-610-6100		
Email:	boxip@hhlaw.com		
Correspondent Name:	Timothy J. Lyden, Hogan & Hartson L.L.P.		
Address Line 1:	7930 Jones Branch Drive		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	27127.20		

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**TRADEMARK
 REEL: 004079 FRAME: 0573**

NAME OF SUBMITTER:	Timothy J. Lyden
Signature:	/Timothy J. Lyden/
Date:	10/15/2009
Total Attachments: 4 source=Magic Mecia PTO - Release of Security Agmt#page1.tif source=Magic Mecia PTO - Release of Security Agmt#page2.tif source=Magic Mecia PTO - Release of Security Agmt#page3.tif source=Magic Mecia PTO - Release of Security Agmt#page4.tif	

RELEASE OF PLEDGE AND SECURITY AGREEMENT

This Release of Pledge and Security Agreement (this "**Release**") is dated as of October 15, 2009 (the "**Effective Date**") and is entered into by and between Retirement Systems of Alabama Holding LLC (the "**Secured Party**") in favor of Magic Media, Inc. (the "**Company**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement (defined below).

The Secured Party is the collateral agent under (i) that certain Credit and Guaranty Agreement, dated as of November 15, 2006 (as it may have been amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Company, Magic Media Holdings, LLC ("**Holdings**"), certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, and Goldman Sachs Special Lending Group, L.P., as the prior administrative agent and collateral agent ("**Goldman**") and (ii) that certain Pledge and Security Agreement, dated as of November 15, 2006 (the "**Pledge and Security Agreement**"), among the Company, Holdings, Magic Media Real Estate, LLC and Goldman, as the prior collateral agent. Pursuant to the Pledge and Security Agreement, the Company granted a security interest to Goldman in all of the trademarks, trademark registrations and domain names listed on Attachment 1 (collectively, the "**Collateral**"). The Pledge and Security Agreement was recorded at the United States Patent and Trademark Office ("**PTO**") at Reel / Frame 3430/0743.

The Credit Agreement and the Pledge and Security Agreement were assigned by Goldman to the Secured Party on April 28, 2009, pursuant to that certain Loan Purchase and Agency Assignment Agreement (the "**Loan Purchase Agreement**"), by and among Goldman, the Secured Party and the Credit Parties. In connection with the Loan Purchase Agreement, the Secured Party and Goldman executed and recorded that certain Assignment and Assumption of Pledge and Security Agreement, dated as of April 28, 2009, by and between the Secured Party and Goldman (the "**Assignment**"). The Assignment was recorded at the PTO at Reel / Frame 3981/0157.

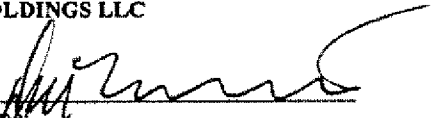
The obligations secured by the Collateral have been discharged. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby releases and discharges fully its security interest in and to the Collateral, and the Secured Party reassigns any and all such right, title and interest that it may have in the Collateral as a result of the Pledge and Security Agreement, the Loan Purchase Agreement and the Assignment to the Company.

This Release shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Release 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 Release by telecopy shall be effective as delivery of a manually executed counterpart of this Release. This Release 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.

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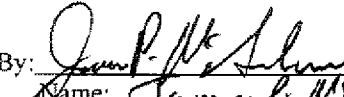
IN WITNESS WHEREOF, the Secured Party and the Company have caused this Release to be duly executed by its officer thereunto duly authorized as of the Effective Date.

**RETIREMENT SYSTEMS OF ALABAMA
HOLDINGS LLC**

By: 
Name: _____
Title: *Manager*


[Signatures Continue on Following Page]

MAGIC MEDIA, INC.

By: 
Name: James P. Anderson
Title: CEO

**ATTACHMENT I
TO SCHEDULE 4.7**

TRADEMARKS

Mark	Application No. / Registration No.	Filing Date / Registration Date	Goods and/or Services	Owner	Security Interest	Status
MAGIC MEDIA	3,009,618	10/25/2005	Class 35: rental of signs and billboards for advertising services; and rental of advertising space	Magic Media, Inc.	N/A	Registered.
MAGIC MEDIA (& Design) 	3,009,617	10/25/2005	Class 35: rental of signs and billboards for advertising services; and rental of advertising space	Magic Media, Inc.	N/A	Registered.
MAKING OUTDOOR EASY TO BUY	1,945,707	01/02/1996	Class 35: Providing outdoor advertising for others	Magic Media, Inc.	N/A	Renewed.
VIDEO DRIVE BUY	78/456,712	07/26/2004	Class 35: rental of signs and billboards for advertising services; and rental of advertising space	Magic Media, Inc.	N/A	Pending; notice of allowance issued.