

10-28-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/2)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103579008

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6003/12/01

1. Name of conveying party(ies):

Alpha Media Group, Inc.
1040 Avenue of the Americas
New York, New York 10018

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 08 / 14 / 2007

- Assignment
- Security Agreement
- Other Corrective (see attached)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Dennis Publishing, Inc.

Internal

Address: _____

Street Address: 1040 Avenue of the Americas

City: New York

State: New York

Country: U.S.A. Zip: 10018

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77152322, 77035058, 78214573

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey C. Katz, Esq.

Internal Address: Davis & Gilbert LLP

Street Address: 1740 Broadway

City: New York

State: New York Zip: 10017

Phone Number: (212) 468-4800

Fax Number: (212) 468-4800

Email Address: jkatz@dglaw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502293-3663

Authorized User Name Candida Hinton

9. Signature:

Signature

Date

Candida J. Hinton

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 29

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT

CORRECTIVE IP LICENSE AGREEMENT

Previously record on Reel/Frame 4067/0092 recorded on September 23, 2009, remove:

78035058

75152322

78241573

TRADEMARK

REEL: 004090 FRAME: 0581

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

~~09/23/2009
 900143844~~

| | |
|------------------|----------------|
| 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: | 2978807 | 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 |

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|----------------------|----------|--------------------------------------|
| 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

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.

NYL-4012930v2

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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.

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"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

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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.

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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.

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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

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

Signature Page to DPI License