

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New York Media LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Access Capital, Inc.		
Street Address:	405 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3368526	VULTURE	
Serial Number:	77794495	DAILY INTEL	
Serial Number:	77794489	THE CUT	
Serial Number:	77794496	SHOP-A-MATIC	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	197516		

CH \$115.00 3368526

900148375

**TRADEMARK
 REEL: 004101 FRAME: 0634**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/24/2009
Total Attachments: 4 source=11-24-09 New York Media-TM#page1.tif source=11-24-09 New York Media-TM#page2.tif source=11-24-09 New York Media-TM#page3.tif source=11-24-09 New York Media-TM#page4.tif	

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, New York Media LLC, a limited liability company formed under the laws of Delaware, located at 75 Varick Street, 4th Floor, New York, NY 10013 ("Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to Access Capital, Inc. ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated as of June 11, 2009, among Lender, Company and the other credit parties named therein and (ii) a certain Intellectual Property Security Agreement, dated as of June 11, 2009, made by Company in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

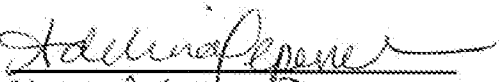
WHEREAS, pursuant to the Agreements, Company has granted to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
October 27, 2009

NEW YORK MEDIA LLC

By: 
Name: Adelina Pepene (a)
Its: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: _____
Name: Paul C. Mehring
Its: Senior Vice President

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, New York Media LLC, a limited liability company formed under the laws of Delaware, located at 75 Varick Street, 4th Floor, New York, NY 10013 ("Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to Access Capital, Inc. ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated as of June 11, 2009, among Lender, Company and the other credit parties named therein and (ii) a certain Intellectual Property Security Agreement, dated as of June 11, 2009, made by Company in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Company has granted to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

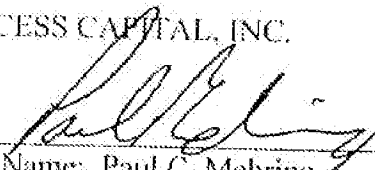
Dated: New York, New York
October 23, 2009

NEW YORK MEDIA LLC

By: _____
Name:
Its:

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: 
Name: Paul C. Mehring
Its: Senior Vice President

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October 27, 2009, by and between New York Media LLC and Access Capital, Inc.

TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
NEW YORK MEDIA LLC	VULTURE	United States of America	3368526	January 15, 2008

TRADEMARK APPLICATIONS

<u>GRANTOR</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
NEW YORK MEDIA LLC	DAILY INTEL	United States of America	77/794,495	7/31/2009
NEW YORK MEDIA LLC	THE CUT	United States of America	77/794,489	7/31/2009
NEW YORK MEDIA LLC	SHOP-A- MATIC	United States of America	77/794,496	7/31/2009