

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
Citicorp North America, Inc.		02/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Source Interlink Magazines, LLC		
Street Address:	27500 Riverview Center Blvd.		
City:	Bonita Springs		
State/Country:	FLORIDA		
Postal Code:	34134		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1897498	DRESSAGE TODAY	
Registration Number:	1907322	DRESSAGE TODAY	
Registration Number:	2758304	EQUINE.COM	
Registration Number:	1991191	EQUUS	
Registration Number:	1988480	EQUUS	
Registration Number:	1518894	HORSE & RIDER	
Registration Number:	1661696	PRACTICAL HORSEMAN	
CORRESPONDENCE DATA			
Fax Number:	(734)623-1625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(734) 623-1678		
Email:	nhudge@dickinsonwright.com		
Correspondent Name:	Nora Hudge, Paralegal		
Address Line 1:	301 East Liberty, Suite 500		
Address Line 2:	Dickinson Wright, PLLC		

OP \$190.00 1897498

900155703

**TRADEMARK
 REEL: 004157 FRAME: 0119**

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:

27932-281

NAME OF SUBMITTER:

Nora Hudge, Paralegal

Signature:

/Nora Hudge/

Date:

02/26/2010

Total Attachments: 5

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Partial Release of Security Interest in Trademarks (this "Release") is made and effective as of the 23RD day of February, 2010, by and between Citicorp North America, Inc. (the "Secured Party") and Source Interlink Magazines, LLC (the "Debtor"), a Delaware limited liability company.

WHEREAS, pursuant to that certain Term Loan Agreement, dated June 19, 2009 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Source Interlink Companies, Inc. (the "Borrower"), certain Subsidiaries of the Borrower, as Guarantors, the lenders party thereto from time to time (the "Lenders"), the Secured Party, as "Term A Collateral Agent", as "Term B Collateral Agent" and as administrative agent, and certain other parties thereto, the Lenders had agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower, certain other Subsidiaries of the Borrower as grantors thereunder, the Secured Party, and the Debtor, Source Interlink Distribution LLC, Canoe & Kayak, Inc., Source Interlink Media, LLC, Automotive.com, LLC, Motor Trend Auto Shows, LLC (each a "Grantor" and collectively the "Grantors") entered into that certain Term A Facility Pledge and Security Agreement ("Term A Pledge and Security Agreement") and that certain Term B Facility Pledge and Security Agreement (together with the Term A Pledge and Security Agreement, as they may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreements"), each dated as of June 19, 2009 and pursuant to which Grantors entered into the Term A Facility Trademark Security Agreement (the "Term A Trademark Security Agreement") and the Term B Facility Trademark Security Agreement (the "Term B Trademark Security Agreement"), and together with the Term A Trademark Security Agreement collectively the "Trademark Security Agreements"), each dated as of June 19, 2009; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement, each Grantor agreed to secure such Grantor's obligations under the Credit Documents as set forth in the Pledge and Security Agreements and the Trademark Security Agreements, and thereby each Grantor granted Secured Party, on behalf of and for the ratable benefit of the First Lien Term Secured Parties and Second Lien Term Secured Parties, a Lien on and security interest in each Grantor's right, title and interest in, to and under all of the following personal property of each Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Trademark Collateral"): (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, and other source or business identifiers, and, in each case, all goodwill associated therewith, (ii) all registrations, applications for registration, renewals, and recordings thereof and the right to obtain the same, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including each application and registration referred to in Schedule 1 thereto, (iii) all common-law rights related thereto, and (iv) all rights to sue at law or in equity for any infringement, misappropriation, or other violation or impairment thereof and to receive a right to all Proceeds

(including licenses, royalties, income, payments, claims, damage awards and proceeds of suit) therefrom; and

WHEREAS, the Term A Trademark Security Agreement was recorded by the United States Patent and Trademark Office on June 25, 2009 at Reel/Frame 4012/0001; and

WHEREAS, the Term B Trademark Security Agreement was recorded by the United States Patent and Trademark Office on June 25, 2009 at Reel/Frame 4012/0018; and

WHEREAS, pursuant to an Asset Purchase Agreement, dated and effective as of the date hereof (the "Purchase Agreement"), between Debtor and Cruz Bay Publishing, Inc. ("Purchaser"), Debtor agreed to transfer, sell, assign, convey, and deliver to Purchaser all of Debtor's right, title and interest in the trademarks listed on Schedule A attached hereto (the "Released Marks") among other assets.

NOW THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby release its security interest in the Released Marks and any other Trademark Collateral that pertains to the Released Marks. Notwithstanding the preceding sentence, Secured Party shall not release and retains the right to any and all Proceeds that are related to the Released Marks and were not transferred by Debtor to Purchaser pursuant to the terms of the Purchase Agreement, if any.

The Secured Party hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Purchaser and/or the Debtor or any of their respective designees at the sole cost and expense of the Debtor.

For the avoidance of doubt, the Secured Party continues to maintain its security interest in all other Trademark Collateral other than the Trademark Collateral that pertains to the Released Marks. The provisions of the Trademark Security Agreements shall, except as modified by this Release, continue in full force and effect. Debtor hereby confirms, for the avoidance of doubt, that the security interest in all of the Secured Party's right, title and interest, in, to and under the Trademark Collateral (other than the Trademark Collateral that pertains to the Released Marks), granted to the Secured Party continues as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations as set forth in the Credit Agreement.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreements, Pledge and Security Agreements or Credit Agreement, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party and Debtor have executed this Partial Release of Security Interest in Trademarks as of the date first provided above.

SECURED PARTY:

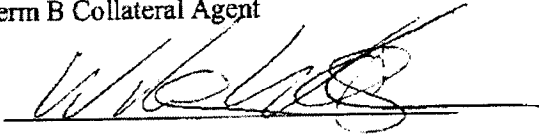
CITICORP NORTH AMERICA, INC.,
as Term A Collateral Agent

By: 

Name: William Washburn
Director

Title: _____

CITICORP NORTH AMERICA, INC.,
as Term B Collateral Agent

By: 

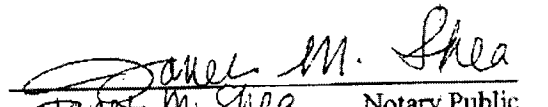
Name: William Washburn
Director

Title: _____

State of New York)

County of New York)

The foregoing instrument was acknowledged before me on this 28th day of January, 2010, by William Washburn, the Director of Citicorp North America, Inc., to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of Citicorp North America, Inc., as Term A Collateral Agent and Term B Collateral Agent.


Janet M. Shea, Notary Public
New York County, State of New York
Acting in the County of New York
My commission expires: June 9, 2012

JANET M. SHEA
NOTARY PUBLIC, State of New York
No. 01SH0188422
Qualified in New York County
Term Expires June 9, 2012

Partial Release of Security Interest in Trademarks

DEBTOR:

SOURCE INTERLINK MAGAZINES, LLC

By: Source Interlink Media, LLC
Its: Sole Member

By: Source Interlink Companies, Inc.
Its: Sole Member

By: [Signature]

Name: Marc Fierman

Title: CFO

State of Florida)

County of Lee)

The foregoing instrument was acknowledged before me on this 12th day of February, 2010, by Marc Fierman the CFO of Source Interlink Companies, Inc., which is the sole member of Source Interlink Media, LLC, which is the sole member of Source Interlink Magazines, LLC, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of Source Interlink Magazines, LLC.



Gale L. Walden, Notary Public
Lee County, State of Florida
Acting in the County of Lee
My commission expires: November 2, 2013

SCHEDULE A

TRADEMARKS

Trademark	Registration No.	Registration Date
DRESSAGE TODAY (Stylized)	1897498	June 6, 1995
DRESSAGE TODAY	1907322	July 25, 1995
EQUINE.COM & Horse Design	2758304	September 2, 2003
EQUUS (Stylized)	1991191	August 6, 1996
EQUUS	1988480	July 23, 1996
HORSE & RIDER	1518894	January 3, 1989
PRACTICAL HORSEMAN	1661696	October 22, 1991

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