

**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
Wells Fargo Foothill, LLC		02/23/2010	LIMITED LIABILITY COMPANY: 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  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (734) 623-1678  
 Email: nhudge@dickinsonwright.com  
 Correspondent Name: Nora Hudge, Paralegal  
 Address Line 1: 301 East Liberty, Suite 500

OP \$190.00 1897498

**900155754**

**TRADEMARK  
 REEL: 004157 FRAME: 0399**

Address Line 2: Dickinson Wright, PLLC  
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	27932-282
NAME OF SUBMITTER:	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 23<sup>rd</sup> day of February, 2010, by and between Wells Fargo Foothill, LLC (the "Secured Party") and Source Interlink Magazines, LLC, a Delaware limited liability company (the "Debtor").

WHEREAS, pursuant to that certain Revolving Credit 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 "Collateral Agent" and as administrative agent, and certain other parties thereto, the Lenders have 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 Pledge and Security Agreement, dated as of June 19, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") and pursuant to which Grantors entered into the Trademark Security Agreement, dated as of June 19, 2009 (the "Trademark Security Agreement"); 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 Agreement and the Trademark Security Agreement, and thereby each Grantor granted Secured Party, on behalf of and for the ratable benefit of the 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 Trademark Security Agreement was recorded by the United States Patent and Trademark Office on June 25, 2009 at Reel/Frame 4011/0949; 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 Agreement, Pledge and Security Agreement 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:**

**WELLS FARGO FOOTHILL, LLC**  
as Collateral Agent

By: *[Signature]*

Name: DEWIS J. Reberman

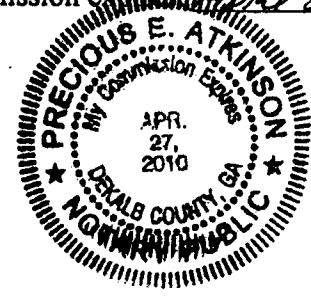
Title: V.P.

State of Georgia )

County of Fulton )

The foregoing instrument was acknowledged before me on this <sup>15th</sup> ~~27th~~ day of February, 2010, by Dennis J. Reberman the V.P. of Wells Fargo Foothill, 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 Wells Fargo Foothill, LLC.

*[Signature]*  
Precious E. Atkinson, Notary Public  
Fulton County, State of Georgia  
Acting in the County of Fulton  
My commission expires April 27, 2010



**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**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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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