

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BORDER MEDIA PARTNERS, LLC		03/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BORDER MEDIA BUSINESS TRUST		
<b>Street Address:</b>	8750 N. Central Expressway, Suite 645		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75231		
<b>Entity Type:</b>	TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77693913	SALIFE	
<b>Registration Number:</b>	3496284	LA M	
<b>Serial Number:</b>	77564746	SAN ANTONIO LIFE	
<b>Serial Number:</b>	77564758	BORDER MEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)551-0305		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-551-1905		
<b>Email:</b>	cindyfraser@paulhastings.com		
<b>Correspondent Name:</b>	Cindy Fraser, Senior Paralegal		
<b>Address Line 1:</b>	875 15th Street, NW		
<b>Address Line 2:</b>	Paul, Hastings, Janofsky & Walker LLP		
<b>Address Line 4:</b>	WASHINGTON, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	45331.00019		

CH \$115.00 77693913

**900158515**

**TRADEMARK  
 REEL: 004177 FRAME: 0453**

NAME OF SUBMITTER:	Cindy Fraser, Senior Paralegal
Signature:	/Cindy Fraser, Senior Paralegal/
Date:	03/31/2010
Total Attachments: 5 source=IP Assignment Agreement#page1.tif source=IP Assignment Agreement#page2.tif source=IP Assignment Agreement#page3.tif source=IP Assignment Agreement#page4.tif source=IP Assignment Agreement#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of March 30, 2010, by and between BORDER MEDIA PARTNERS, LLC, a Delaware limited liability company ("Assignor"), BORDER MEDIA BUSINESS TRUST, a Delaware common law trust (the "Trust"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Forbearance Agreement (defined below). Assignor and the Trust are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is party to that certain Forbearance Agreement and Eleventh Amendment to Amended and Restated Loan and Security Agreement, dated as of July 9, 2009, by and among Assignor, each of Assignor's subsidiaries identified on the signature pages thereof as a Borrower, each of Assignor's subsidiaries identified on the signature pages thereof as a Guarantor, the Lenders identified on the signature pages thereof, those certain holders of the membership interests of Assignor identified on the signature pages thereof, and Fortress Value Recovery Fund I LLC, a Delaware limited liability company (formerly known as D.B. Zwirn Special Opportunities Fund, LLC), as administrative agent for the Lenders (as the same may be amended, restated, supplemented or otherwise modified, the "Forbearance Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by the Forbearance Agreement, Assignor has agreed to transfer all of its right, title and interest in and to the Trust Assets directly to the Trust, at the direction of the Lenders, including the trademarks, service marks, trademark and service mark registrations, and trademark and service mark applications, together with all goodwill associated therewith (collectively, the "Intellectual Property") set forth on Exhibit A to this Agreement; and

WHEREAS, as part of the performance of its duties under the Forbearance Agreement to assign the Trust Assets to the Trust and its Subsidiaries, Assignor has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Forbearance Agreement and herein and for other good and valuable consideration the receipt and adequacy of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Assignment of Rights. In the furtherance of its duties under the Forbearance Agreement, Assignor hereby assigns, transfers, and conveys to the Trust all of Assignor's right, title and interest in and to the Intellectual Property, and the Trust hereby accepts such assignment.
2. Representations and Warranties
  - (a) Ownership and Authority. Assignor owns all right, title and interest in and to the Intellectual Property, and has not encumbered or impaired any rights in same. Assignor has no obligation to compensate, or to obtain the consent of, any third party for the use or assignment of the Intellectual Property. Assignor has the capacity and authority to execute and deliver this Agreement, to perform

hereunder, and to consummate the transactions contemplated hereby without the necessity of any act or consent of any other person or entity.

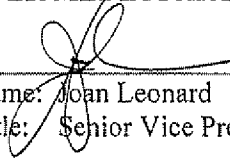
- (b) Cooperation. Assignor will cooperate fully upon the Trust's request (i) if the Trust files this Agreement for recordation with any governmental entity (including, without limitation, the United States Copyright Office, the United States Patent and Trademark Office and any corresponding entity in any state or foreign jurisdiction (collectively, "Governmental Entities"), (ii) if the Trust takes action to register its rights in or renew any registration of the Intellectual Property, and (iii) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Intellectual Property. Such cooperation shall include but not be limited to execution, acknowledgement and delivery of such instruments and other documents, performance of such acts and provision of such information as may reasonably be required to evidence or effectuate the purpose of this Agreement, provided that the Trust reimburses Assignor for its reasonable out-of-pocket costs and expenses (including reasonable attorneys fees) incurred in connection therewith.
3. Severability. Should any part of this Agreement for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity the provision declared invalid shall not be invalidated in its entirety, but shall be observed and performed by the parties to the extent such provision is valid and enforceable.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.
5. Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignor and the Trust by their respective duly authorized representatives.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions.
7. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**[signature page follows]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

**BORDER MEDIA PARTNERS, LLC**

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

**TRUST:**

**BORDER MEDIA BUSINESS TRUST**

By: \_\_\_\_\_  
Name: W. Lawrence Patrick  
Title: Trustee

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

**BORDER MEDIA PARTNERS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TRUST:**

**BORDER MEDIA BUSINESS TRUST**

By: W. Lawrence Patrick  
Name: W. Lawrence Patrick  
Title: Trustee

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

Registered or Pending Marks

Mark	Jurisdiction	Status	Application or Registration No.	Application or Registration Date
SAlife	United States	Active	77693913	March 18, 2009
LA M	United States	Active	3496284	September 2, 2008
San Antonio Life	United States	Active	77564746	September 8, 2008
Border Media	United States	Active	77564758	September 8, 2008

Unregistered (common law) Marks

None