

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
CapitalSource CF LLC, as Agent		09/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Inside Communications, Inc.		
Street Address:	9477 Waples Street, Suite 150		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1827451	INSIDE TRIATHLON	
Registration Number:	2984270	PEAK SPORTS PRESS	
Registration Number:	3031597	SCIENCE OF SPEED	
Registration Number:	2710364	VELO	
Registration Number:	2874311	VELO EXPO	
Registration Number:	1609749	VELONEWS	
Registration Number:	2002976	VELOPRESS	
Registration Number:	1936577	VELOSWAP	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		

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TRADEMARK
REEL: 004278 FRAME: 0009

Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337968-00030

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 09/14/2010

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (the "Release") is made as of September 10, 2010, by CapitalSource CF LLC, as Agent ("Agent") in favor of Grantor (defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Assignment (as defined below).

WITNESSETH:

WHEREAS, Inside Communications, Inc., a Colorado corporation, (the "Grantor") and Agent are parties to that certain Credit Agreement dated December 21, 2007 ("Credit Agreement"), Security Agreement dated December 21, 2007 and a Trademark Security Agreement dated as of March 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment"), pursuant to which Grantor granted to Agent, for its benefit and the benefit of the Lenders (as defined in the Credit Agreement), a Lien upon all of the Grantor's right, title and interest in and to certain trademarks ("Trademarks") and related Trademark Rights (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill associated with the use of and symbolized by each Trademark, and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on March 20, 2008, at Reel 3744, Frame 0643; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent, on its behalf and on behalf of the Lenders (as defined in the Credit Agreement), hereby irrevocably releases and terminates the security interest in and Lien upon all of Grantor's right, title and interest in and to the Trademark Collateral, including the U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule 1 attached hereto and all goodwill associated with the foregoing (collectively the "Trademark Rights").

2. Agent, on its behalf and on behalf of the Lenders (as defined in the Credit Agreement), hereby irrevocably reassigns, grants and conveys to Grantor all of Agent's and Lenders' right, title and interest in and to the Trademark Collateral and hereby terminates the Assignment.

3. Agent hereby agrees to perform all further acts and execute and deliver, at the Grantor's expense, all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.

4. This Release shall be governed by and construed in accordance with the law of the State of New York and shall be binding upon Agent's representatives, successors, assigns and transferees.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CAPITALSOURCE CF LLC, as Agent

By: 

Name: Christopher J. Blagg

Title: Authorized Signatory

Trademark Release and Reassignment

TRADEMARK
REEL: 004278 FRAME: 0013

SCHEDULE 1

Trademarks

Trademark Name	U.S. Registration Number	Registration Date
INSIDE TRIATHLON	1827451	3/22/94
PEAK SPORTS PRESS	2984270	8/9/05
SCIENCE OF SPEED	3031597	12/20/05
VELO	2710364	4/29/03
VELOEXPO	2874311	8/17/04
VELONEWS	1609749	8/14/90
VELOPRESS	2002976	9/24/96
VELOSWAP	1936577	11/21/95

Trademark Applications

Trademark Application	U.S. Application Number	Application Date
NONE.		