

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citicorp North America, Inc., as Term A Collateral Agent

Citicorp North America, Inc., as Term B Collateral Agent

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Source Interlink Distribution, LLC

Internal Address: _____

Street Address: 4250 Coral Ridge Drive

City: Coral Springs

State: FL

Country: USA Zip: 33065

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 1, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other Partial Release

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2908265 (See Schedule I)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: Attn: Susan O'Brien

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: (800) 342-3676 ext. 4065

Fax Number: (800) 962-7049

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(B) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

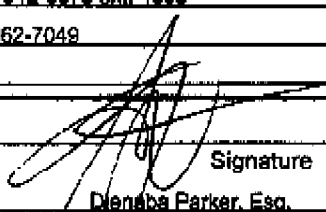
B. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Deneba Parker, Esq.

Name of Person Signing

September 21, 2010

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

SCHEDULE A

TRADEMARKS

Trademark	Registration No.	Registration Date
AEC SUPPLY CHAIN MANAGEMENT	2908265	December 7, 2004
AM2PED AND DESIGN	2401942	November 7, 2000
AM2PED AND DESIGN	2454741	May 29, 2001
AMIGO! AEC MUSIC INDEX AND DESIGN	2397766	October 24, 2004
CDF CONSUMER DIRECT FULFILLMENT AND DESIGN	2404000	November 14, 2000
N CIRCLE ENTERTAINMENT AND DESIGN	3434119	May 27, 2008
THE STORE 24 AND DESIGN	2545587	March 12, 2002
WEB AMI INTERACTIVE AEC MUSIC INDEX	2578258	June 11, 2002

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Partial Release of Security Interest in Trademarks (this "Release") is made and effective as of the 1st day of September, 2010, by and between Citicorp North America, Inc. (the "Secured Party") and Source Interlink Distribution, 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;

WHEREAS, the Borrower, certain other Subsidiaries of the Borrower as grantors thereunder, the Secured Party, and the Debtor, Source Interlink Magazines, 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;

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;

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;

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 that certain Amended & Restated Contribution and Assumption Agreement, dated and effective as of August 9, 2010 (the "Contribution Agreement") between Debtor and Alliance Entertainment, LLC ("AEC"), Debtor agreed to transfer, sell, assign, convey, and deliver to AEC all of Debtor's right, title and interest in all trademarks used in, or to the extent related to, the Business (as defined in the Contribution Agreement), including 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 AEC pursuant to the terms of the Contribution Agreement, if any.

The Secured Party hereby authorizes the filing of this Release in the United States Patent and Trademark Office by AEC 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 (except for the Proceeds as set forth above). 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.

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: *William Washburn*
Name: William Washburn
Title: Director and Vice President

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

By: *William Washburn*
Name: William Washburn
Title: Director and Vice President

DEBTOR:

SOURCE INTERLINK DISTRIBUTION, LLC

By: _____

Name: _____

Title: _____

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: _____

Title: _____

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

By: _____

Name: _____

Title: _____

DEBTOR:

SOURCE INTERLINK DISTRIBUTION, LLC

By:  _____

Name: Marc Fierman

Title: Chief Financial Officer