

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch		11/30/2010	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Alpha Media Group Inc.		
Street Address:	1040 SIXTH AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78468397	TUTTI CUTI	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2552		
Email:	marisa.davidson@srz.com		
Correspondent Name:	M. Davidson c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1005		
NAME OF SUBMITTER:	Marisa Davidson (014951-1005)		
Signature:	/kc for md/		

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 REEL: 004422 FRAME: 0865

Date:

11/30/2010

Total Attachments: 3

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**PARTIAL RELEASE OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

WHEREAS, pursuant to that certain Intellectual Property Security Agreement Supplement, dated as of July 15, 2009 (the "Intellectual Property Security Agreement Supplement"), recorded in the United States Patent and Trademark Office at Reel 004025 Frame 0573 on July 16, 2009, ALPHA MEDIA GROUP INC., a Delaware corporation ("Releasee"), granted to CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("Releasor"), in its capacity as administrative agent for the Lenders, a security interest in all right, title and interest of Releasee in, to and under the following, whether then-owned or thereafter acquired, wherever located, and whether then or thereafter existing or arising: (i) the patents and patent applications set forth in Schedule A to the Intellectual Property Security Agreement Supplement; (ii) the trademark and service mark registrations and applications set forth in Schedule B to the Intellectual Property Security Agreement Supplement (provided that no security interest was granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks"), including the trademark referred to on Schedule I attached hereto (the "Released Trademark"); (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C to the Intellectual Property Security Agreement Supplement (the "Copyrights"); (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Releasee accruing thereunder or pertaining thereto; (v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Releasee accruing thereunder or pertaining thereto; and (vi) any and all proceeds of, collateral for, income, royalties and other payments then or thereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing; and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Released Trademark.


NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

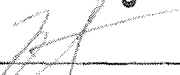
1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings give to them in the Credit Agreement (as defined in the Intellectual Property Security Agreement Supplement) or IP Security Agreement (as defined in the Intellectual Property Security Agreement Supplement).
2. Release of Security Interest. Releasor hereby, without any representation and warrant and without any recourse to Releasor, releases, relinquishes and discharges its security interest in the Released Trademark. For the avoidance of doubt, Releasee acknowledges and agrees that this Partial Release of Intellectual Property Security Agreement Supplement does not release, relinquish or discharge Releasor's security interest in any Additional Collateral (as defined in the Intellectual Property Security Agreement Supplement) other than the Released Trademark.

Additional Collateral (as defined in the Intellectual Property Security Agreement Supplement) other than the Released Trademark.

IN WITNESS WHEREOF, the parties have caused this Partial Release of Intellectual Property Security Agreement Supplement to be duly executed as of November 30, 2010.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH

By: 
Name: **Didier Siffer**
Title: **Authorized Signatory**

By: 
Name: **Bryan J. Matthews**
Title: **Authorized Signatory**

SCHEDULE I

Released Trademark

Trademark	Serial No.	Filing Date
TUTTI CUTI	78/468,397	August 17, 2004