

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Wells Fargo, National Association

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

Citizenship (see guidelines) United States of America

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 6, 2011

- Assignment
- Security Agreement
- Other Assignment of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Friars 667 Limited

Internal

Address: _____

Street Address: Weirstock Farm

City: White Colne, Colchester

State: Essex

Country: England

Zip: CO6 2QE

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other Company
- Citizenship _____

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)

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)

2732126, 3012857, 3173293, 3026350, 3562770, 901563, 2775774

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: Barnes & Thornburg

Internal Address: Joan Long

Street Address: PQ Box 2786

City: Chicago

State: Illinois

Zip: 60690-2786

Phone Number: 312.357.1313

Fax Number: 312.759.5646

Email Address: trademarks-ch@btlaw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 120913

Authorized User Name Joan Long

9. Signature:

/Joan Long/
Signature

September 21, 2011
Date

Joan Long

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004631 FRAME: 0669

700471846

CH \$190.00 120913 2732126

DESIGNATION OF DOMESTIC REPRESENTATIVE

Name: Joan Long
Street: PO Box 2786
Internal: Barnes & Thornburg LLP
City: Chicago
State: Illinois
Postal Code: 60690-2786

Acknowledgement and Release

SCHOFIELD MEDIA GROUP, LLC, a Delaware limited liability company, f/k/a Ideal Media Group, LLC ("Parent"); SCHOFIELD MEDIA, LLC, a Delaware limited liability company, f/k/a Schofield Media Group, LLC ("Schofield Media"); IDEAL MEDIA, LLC, a Delaware limited liability company ("Ideal"); SCHOFIELD MEDIA Ltd., a company formed under the laws of England and Wales ("SML", and together with Parent, Schofield Media, and Ideal, the "Borrowers"); SCHOFIELD MEDIA EUROPE, Ltd., a company formed under the laws of England and Wales ("Media Europe"); SCHOFIELD CAPITAL INVESTMENTS, Ltd., a company formed under the laws of England and Wales ("Capital Investments"); SCHOFIELD PUBLISHING, Ltd., a company formed under the laws of England and Wales ("Schofield Publishing"); and Schofield Healthcare Media, Ltd., a company formed under the laws of England and Wales ("Healthcare", and together with the Borrowers, Media Europe, Capital Investments, and Schofield Publishing, the "Schofield Entities", each, a "Schofield Entity"), and hereby acknowledge the receipt of a copy of the foregoing Assignment of Loan Documents (the "Agreement") between FRIARS 667 LIMITED ("Assignee") and WELLS FARGO BANK, N.A. ("Assignor"). Each term used herein and not defined herein shall have the meaning given to such term in the Agreement.

1. Each Schofield Entity hereby acknowledges the sale and transfer of the Loan and the Loan Documents to Assignee pursuant to the foregoing Agreement and agrees that, from and after the Closing Date, Assignor shall have no obligation to make any loans to, or provide any other financial accommodations to, any of the Schofield Entities.

2. Each Schofield Entity acknowledges and agrees that the Credit Agreement and each of the other Loan Documents is in full force and effect on the date hereof, and each of the Schofield Entities ratifies and reaffirms all of its obligations thereunder.

3. Each Schofield Entity authorizes Assignee to execute and file all filings necessary or appropriate in the UCC records or other public records in the United States and the United Kingdom to reflect Assignee as the secured party under the Loan Documents.

4. The Schofield Entities, and each of their affiliates, direct and indirect parents, direct and indirect subsidiaries, members, shareholders, directors, officers, employees and agents, including, but not limited to, Andrew Schofield (the "Schofield Releasing Parties"), hereby release, acquit, remise and forever discharge Assignor, and each of its affiliates, direct and indirect parents, direct and indirect subsidiaries, and all of Assignor's past, present and future officers, directors, employees, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, actions and causes of action, whether at law or in equity, whether now accrued or hereafter maturing, and whether known or unknown, whether within the United States, the United Kingdom or elsewhere, which arise out of, or relate to, the Loan, the Credit Agreement, and any of the other Loan Documents and Obligations evidenced and governed thereby, or any other relationship between Assignor and any of the Schofield Releasing Parties; provided, that, the foregoing release shall not apply to (a) in the case of Assignee, Assignor's obligations expressly set forth in the Agreement, or (b) in the case of the Schofield Entities, Assignor's obligations expressly set forth in this Acknowledgment and Release.

5. Assignor, and each of its affiliates, direct and indirect parents, direct and indirect subsidiaries, members, shareholders, directors, officers, employees and agents hereby release, acquit, remise and forever discharge the Schofield Entities, and each of their affiliates, direct and indirect parents, direct and indirect subsidiaries, and all of their past, present and future officers, directors, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, actions and causes of action, whether at law or in equity, whether now accrued or hereafter maturing, and whether

known or unknown, whether within the United States, the United Kingdom or elsewhere, which arise out of, or relate to, the Loan and the Loan Documents; provided, that, the foregoing release shall not (a) apply to (i) Assignee's obligations expressly set forth in the Agreement, or (ii) the Schofield Entities' obligations expressly set forth in this Acknowledgment and Release, or (b) in any manner limit or waive the liability of the Schofield Entities to Assignee under and with respect to the Loan and the Loan Documents, it being understood the Schofield Entities shall be obligated to pay the full amount of the Loan to Assignee notwithstanding the limited release set forth above.

6. Each Schofield Entity acknowledges that all of Assignor's rights are reserved (a) in and to any Instruments (as defined in Paragraph 10 of the Agreement), (b) in and to any money due or to become due under or by any reason with respect to the Instruments, and (c) in and to any right to claim that such moneys are due.

7. By execution of this Acknowledgment and Release, the Schofield Entities agree and acknowledge that, as of the Closing, Assignor shall have no continuing liability or responsibility with respect to its obligations under the Credit Agreement and the other Loan Documents, all of which obligations are being transferred and assigned to Assignee on the terms set forth therein.

8. **Lockbox and Collections.**

(1) Pre-Closing. Funds received by Assignor prior to the Closing Date under the lockbox arrangement evidenced by that certain Acceptance of Services executed by Parent on or about February 8, 2011 shall be retained by Assignor, which funds Assignor may apply to the outstanding indebtedness under the Loan for Assignor's benefit at Assignor's sole discretion.

(2) Post-Closing.

(a) Following the payment of the Assignment Price in accordance with Section 1 of the Agreement and Assignor's receipt of a fully executed version of this Acknowledgment and Release, and upon Assignor's receipt of a \$38,000.00 deposit (the "Treasury Management Escrow") and the execution by Assignee and the Schofield Entities (as defined in the Acknowledgment and Release attached hereto) of any and all documents and agreements requested by Assignor with respect to the below-described Lockbox and Collateral Accounts, Assignor will maintain lockbox numbers 774091, 774086, 78166, 823212, and 542502 (collectively, the "Lockbox") and the collateral accounts evidenced and governed by that certain Acceptance of Services executed by Parent on or about February 8, 2011 (the "Collateral Accounts") and, subject to any and all rights and limitations contained in the documents, agreements, rules and procedures applicable to the Lockbox and the Collateral Accounts, including, without limitation, the agreements, addenda and other documents attached to the Agreement as Exhibit "B" (collectively, the "Lockbox and Account Documents"), (1) on a weekly basis, wire collected funds that are received electronically in the Collateral Accounts to Fifth Third Bank, Account No. 7235501488 in the name of S&R Media, ABA No. 042000314, Swift Code FTBUS3C, provided, that, in the case of any funds received in the Collateral Accounts, in no event shall Assignor be required to wire such funds per the foregoing instructions until the later of the third business day following the date of receipt of such funds in the Collateral Accounts or the date such funds become collected funds in accordance with Assignor's policies and procedures in place from time to time; and (2) forward via overnight delivery all checks and other items received in the Lockbox to

Friars 667 Limited, C/o Brian Reshefsky, 3500 North lake Shore Drive, Unit 8C, Chicago, Illinois 60657. Overnight shipping charges will be directly billed to the following overnight shipping carrier: United Parcel Services, Account Number 40RV77, which bills shall be satisfied by one of the Schofield Entities, and all wire charges shall be deducted from collected funds in the Collateral Accounts prior to remittance thereof by Assignor. The Lockbox and the Collateral Accounts will terminate upon the earlier of (1) December 31, 2011; (2) prior agreement to terminate among the parties; (3) depletion of the Treasury Management Escrow; or (4) as otherwise set forth in the Lockbox and Account Documents.

- (b) Assignor shall be entitled to apply the Treasury Management Escrow, at its sole discretion, to pay (1) for lockbox services for July, 2011, and (2) for services customarily charged by Assignor for treasury management, including services provided in connection with the Lockbox and the Collateral Accounts, through and including December 31, 2011, or such earlier date as the Lockbox and any other treasury management services provided by Assignor to any of the Schofield Entities may be terminated. At all times subsequent to the Closing Date, the Lockbox and the Collateral Accounts will be subject to the normal fees, charges, restrictions and documentation customary of Assignor for accounts and services of such type

9. This Agreement is executed as a deed and is delivered and takes effect on the Closing Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Schofield Entities and Assignor have executed this Acknowledgment and Release as of the Closing Date.

SCHOFIELD ENTITIES

SCHOFIELD MEDIA GROUP, LLC
(formerly known as Ideal Media Group, LLC)

By: AMT
Name: ANDREW SCHOFIELD
Title: CEO

SCHOFIELD MEDIA, LLC
(formerly known as Schofield Media Group, LLC)

By: AMT
Name: ANDREW SCHOFIELD
Title: CEO

IDEAL MEDIA, LLC

By: AMT
Name: ANDREW SCHOFIELD
Title: CEO

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATL 14,218,173 (63975.018400

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

EXECUTED AS A DEED by:
SCHOFIELD MEDIA EUROPE LIMITED, acting
by:

Signature of director: [Signature]
Name of director: ANDREW SCHOFIELD

In the presence of:

Signature of witness: [Signature]
Name of witness: AMIE STRAK
Address of witness: WINDYBUSH FARM, WHITE COLNE COLCHESTER
Occupation of witness: EQUINE MANAGER

EXECUTED AS A DEED by:
SCHOFIELD CAPITAL INVESTMENTS
LIMITED, acting by:

Signature of director: [Signature]
Name of director: ANDREW SCHOFIELD

In the presence of:

Signature of witness: [Signature]
Name of witness: AMIE STRAK
Address of witness: WINDYBUSH FARM, WHITE COLNE COLCHESTER
Occupation of witness: EQUINE MANAGER

EXECUTED AS A DEED by:
SCHOFIELD PUBLISHING LIMITED, acting by:

Signature of director: [Signature]
Name of director: ANDREW SCHOFIELD

In the presence of:

Signature of witness: [Signature]
Name of witness: AMIE STRAK
Address of witness: WINDYBUSH FARM, WHITE COLNE COLCHESTER
Occupation of witness: EQUINE MANAGER

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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EXECUTED AS A DEED by:
SCHOFIELD MEDIA LIMITED, acting by:

Signature of director: [Signature]
Name of director: ANDREW SCHOFIELD

In the presence of:

Signature of witness: [Signature]
Name of witness: AMIE STRAK
Address of witness: WESTER FARM WHITE COLNE
Occupation of witness: EQUESTRIAN MANAGER COLLECTOR

EXECUTED AS A DEED by:
SCHOFIELD HEALTHCARE MEDIA LIMITED,
acting by:

Signature of director: [Signature]
Name of director: ANDREW SCHOFIELD

In the presence of:

Signature of witness: [Signature]
Name of witness: AMIE STRAK
Address of witness: WESTER FARM WHITE COLNE
Occupation of witness: EQUESTRIAN MANAGER COLLECTOR

EXECUTED AS A DEED by:
Andrew Schofield, individually:

[Signature]

In the presence of:

Signature of witness: [Signature]
Name of witness: AMIE STRAK
Address of witness: WESTER FARM WHITE COLNE
Occupation of witness: EQUESTRIAN MANAGER COLLECTOR


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ASSIGNOR

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent, L/C Issuer,
Swing Line Lender and a Lender.**

By: 
Name: Cara P. Kelly
Title: Vice President

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