

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
Freeport Financial LLC		11/07/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Library Journals, LLC
Street Address:	c/o Media Source, Inc.
Internal Address:	7858 Industrial Parkway
City:	Plain City
State/Country:	OHIO
Postal Code:	43064
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1479610	LIBRARY HOTLINE
Registration Number:	0393904	LIBRARY JOURNAL
Registration Number:	2878918	LIBRARY JOURNAL
Registration Number:	2377578	LIBRARY JOURNAL'S ACADEMIC NEWSWIRE
Registration Number:	2641904	NET CONNECT
Registration Number:	3438813	CURRICULUM CONNECTIONS
Registration Number:	1711602	SCHOOL LIBRARY JOURNAL
Registration Number:	3440489	CRITICAS
Registration Number:	2568709	CRITICAS
Registration Number:	3377499	CRITICAS CONNECTION

CORRESPONDENCE DATA

Fax Number: (216)579-0212

900206633

**TRADEMARK
 REEL: 004657 FRAME: 0238**

CH \$265.00 1479610

Phone: (216) 586-3939
Email: kjkopczyk@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kathie J. Kopczyk
Address Line 1: 901 Lakeside Avenue
Address Line 2: Jones Day
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	560255-012176/KJK
NAME OF SUBMITTER:	Kathie J. Kopczyk
Signature:	/Kathie J. Kopczyk/
Date:	11/08/2011

Total Attachments: 3
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "**Release**"), dated as of November 7, 2011, is made by **FREEMPORT FINANCIAL LLC**, as Agent (the "**Agent**"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Credit Agreement, dated as of April 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, and together with all general security agreements, trademark security agreements and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, the "**Credit Agreement**"), among **MEDIA SOURCE, INC.** (the "**Borrower**"), the other Loan Parties signatory thereto, the Agent, and the Lenders signatory thereto from time to time (each individually a "**Lender**," and collectively, the "**Lenders**"), the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "**Security Agreements**"), the Borrower and the Loan Parties granted security interests in certain intellectual property owned by the Borrower and the Loan Parties including those listed on Annex I attached hereto (collectively, the "**Intellectual Property Collateral**"); and

WHEREAS, the Security Agreements were recorded in (i) the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto and (ii) the U.S. Copyright Office on the dates and on the volumes set forth on Annex I hereto, as applicable;

NOW THEREFORE, the Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Intellectual Property Collateral to the Borrower and the Loan Parties, respectively.

The Agent agrees, at the Borrower's and the Loan Parties' expense, to cooperate with the Borrower and the Loan Parties and to provide the Borrower and the Loan Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

FREEPORT FINANCIAL LLC, as Agent

By: Joseph V. Kelly
Name: _____
Title: MD

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

Trademark Security Agreement dated as of February 26, 2010 between LIBRARY JOURNALS, LLC and Freeport Financial LLC, as Agent, recorded with the U.S. Patent and Trademark Office on March 1, 2010 at Reel/Frame No. 004158/0138.

U.S. Trademark Registration/Application	
Registration/Application No.	Trademark
1,479,610	Library Hotline
393,904	Library Journal
2,878,918	Library Journal
2,377,578	Library Journal's Academic Newswire
2,641,904	Net Connect
3,438,813	Curriculum Connections
1,711,602	School Library Journal
3,440,489	Criticas
2,568,709	Criticas
3,377,499	Criticas Connection