

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                                       |                |                                     |
|---|---------------------------------------|----------------|-------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                        |                |                                     |
| NATURE OF CONVEYANCE:   | Assignment through Foreclosure        |                |                                     |
| CONVEYING PARTY DATA  |                                       |                |                                     |
| Name  | Formerly                              | Execution Date | Entity Type                         |
| Impremedia, LLC   |                                       | 03/08/2012     | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA  |                                       |                |                                     |
| Name:   | US Hispanic Media, Inc.               |                |                                     |
| Street Address:   | Prins Bernhardplein 200               |                |                                     |
| City:   | Amsterdam                             |                |                                     |
| State/Country:  | NETHERLANDS                           |                |                                     |
| Postal Code:  | 1097 JB                               |                |                                     |
| Entity Type:  | CORPORATION: DELAWARE                 |                |                                     |
| PROPERTY NUMBERS Total: 2   |                                       |                |                                     |
| Property Type   | Number                                | Word Mark      |                                     |
| Registration Number:  | 3862399                               | AL VOLANTE     |                                     |
| Registration Number:  | 3159834                               | IMPREMEDIA     |                                     |
| CORRESPONDENCE DATA   |                                       |                |                                     |
| Fax Number:   | (703)610-6200                         |                |                                     |
| Phone:  | 703-610-6100                          |                |                                     |
| Email:  | boxip@hoganlovells.com                |                |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                       |                |                                     |
| Correspondent Name:   | Valerie Brennan, Hogan Lovells US LLP |                |                                     |
| Address Line 1:   | 7930 Jones Branch Drive, 9th Floor    |                |                                     |
| Address Line 2:   | Box Intellectual Property             |                |                                     |
| Address Line 4:   | McLean, VIRGINIA 22102                |                |                                     |
| ATTORNEY DOCKET NUMBER:   | 39292.01                              |                |                                     |
| DOMESTIC REPRESENTATIVE   |                                       |                |                                     |

CH \$65.00 3862399

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

|                    |                 |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Valerie Brennan |
| Signature:         | /vb/            |
| Date:              | 03/27/2012      |

**Total Attachments: 5**

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**TRANSFER STATEMENT  
PURSUANT TO SECTION 9-619 OF THE UNIFORM COMMERCIAL CODE**

1. Goldman Sachs Specialty Lending Group L.P., a Delaware limited partnership located at 6011 Connection Drive Irving, Texas 75039, as administrative agent, collateral agent, lead arranger, syndication agent and documentation agent ("Agent"), Goldman Sachs Specialty Lending Holdings, Inc. II, a Delaware corporation located at 6011 Connection Drive Irving, Texas 75039 ("Goldman"), General Electric Capital Corporation, a Delaware corporation located at 11175 Cicero Drive, Suite 600 Alpharetta, GA 30022 ("GE" and, together with Goldman and Agent, the "Secured Parties"), Impremedia Operating Company, LLC, a Delaware limited liability company located at One MetroTech Center, Floor 18, Brooklyn, New York 11201 ("Debtor"), Impremedia, LLC, a Delaware limited liability company, located at One MetroTech Center, Floor 18, Brooklyn, New York 11201 ("Guarantor"), and certain subsidiaries of Debtor, are parties to that certain Amended and Restated Credit and Guaranty Agreement dated as of January 16, 2009, as amended by that certain Limited Waiver and First Amendment dated as of June 29, 2009 (as it may be further modified from time to time, the "Credit Agreement"), pursuant to which the Secured Parties agreed to make certain term loans and revolving loans and other financial accommodations to Debtor up to an aggregate principal amount of approximately Fifty Six Million Five Hundred Fifty Dollars (\$56,550,000).

2. In connection with the Credit Agreement, Guarantor has unconditionally guaranteed the payment and performance of all obligations under the Credit Agreement in favor of the Secured Parties.

3. Guarantor, among others, is also a party to that certain Pledge and Security Agreement dated as of January 16, 2005 (together with the Credit Agreement, the "Credit Documents"), pursuant to which Guarantor has granted to the Secured Parties a security interest in substantially all of Guarantor's assets, including, without limitation, the assets set forth in the attached Schedule 1 (the "Subject Assets"), to secure Debtor's performance of the obligations under the Credit Documents.

4. Debtor defaulted under the Credit Documents, and, as a result, the Secured Parties had the right to enforce the remedies of a secured creditor, with respect to the Subject Assets, including the right under Section 9-620 of the New York Uniform Commercial Code and the equivalent provisions of any relevant state's Uniform Commercial Code (the "UCC") to accept the Subject Assets in satisfaction of the outstanding indebtedness under the Credit Documents.

5. On March 8, 2012, the Secured Parties exercised their rights under Section 9-620 of the UCC to accept the Subject Assets in satisfaction of the outstanding indebtedness under the Credit Documents. Such acceptance occurred through the Guarantor's transfer and assignment of the Subject Assets to Agent's designee, US Hispanic Media, Inc., a Delaware corporation located at Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands ("Hispanic Media"), on March 8, 2012. Such transactions were accomplished through a Strict Foreclosure Agreement of equal date herewith, by and among Guarantor, Hispanic Media, Agent, as administrative agent and collateral agent for certain lenders, and the equityholders of Guarantor for purposes of only Section 7 thereof (the "Foreclosure Agreement").

6. As a result of the foregoing, Hispanic Media has acquired all of Guarantor's rights title, and interests in and to the Subject Assets. As a result of the foregoing, Hispanic Media is permitted and authorized to transfer of record all of Guarantor's rights, title, and interests in and to the Subject Assets in any official filing, registration, or certificate of title system covering any of the Subject Assets pursuant to Section 9-619(b) of the UCC.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Transfer Statement,  
effective as of March 8, 2012.

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,  
as Agent for the Secured Parties

By: \_\_\_\_\_

  
Name: Steven Pluse  
Title: Senior Vice President

## SCHEDULE 1 TO TRANSFER STATEMENT

### SUBJECT ASSETS

Subject Assets include, but are not limited to, the following:

All properties, assets, rights, titles and interests of every kind and nature owned or leased by Guarantor, whether tangible or intangible, real or personal (if any with respect to (1) and (2) below), and wherever located and by whomever possessed, listed below (with the exception of (a) the equity interests of ImpreMedia LTIP, LLC, (b) that certain Engagement Letter dated November 12, 2010 by and between Stephens Inc. and Guarantor, (c) any and all contracts pursuant to which Guarantor may have or has any rights or obligations whatsoever with or relating to ImpreMedia LTIP, LLC, and (d) any contract to which Guarantor is a party that is not listed on Attachment A-2 hereto or any amended Attachment A-2):

1. Machinery and Equipment. All machinery and equipment, fixed assets, tools, spare and replacement parts, maintenance equipment, materials, networks, computers, printers, servers, or other equipment, if any, wherever located and whether held by Guarantor or any third parties, of Guarantor;
2. Personal Property. All office furnishings and furniture, display racks, shelves, decorations, fixtures, supplies and other tangible personal property, if any, of Guarantor;
3. Equity Interests. All equity interests in (a) Debtor and (b) Impremedia Digital, LLC;
4. Intellectual Property. All intellectual property and related rights of Guarantor, including, without limitation, those more specifically listed on Attachment A-1 hereto;
5. Contractual Rights. All contractual rights of Guarantor listed on Attachment A-2 hereto or any amendment to Attachment A-2;
6. Books and Records. All books, files, papers, agreements, correspondence, databases, information systems, programs, software documents, records and documentation thereof related to any of the Subject Assets, or used in the conduct of Guarantors' business, in whatever medium, including paper, electronic, and otherwise, other than corporate and tax records of Guarantor as a standalone entity, those subject to attorney-client privilege and/or the attorney work product doctrine; and
7. Goodwill. All goodwill generated by or associated with Guarantor's business.

ATTACHMENT A-1

INTELLECTUAL PROPERTY

1. All of Guarantor's trademarks, service marks, trade names (whether registered or unregistered), certification marks, service names, industrial designs, brand names, trade dress rights, internet domain names and web addresses and sites (including, but not limited to, those listed under Section 4 below), indentifying symbols, logos, emblems, signs or insignia, and including all good will associated with the foregoing, as well as any rights to recover for past, present or future infringement, including, but not limited to, the following:

| Owner           | TM/SN/RN/Disclaimer  | Status/Key Dates  | Full Goods/Services   |
|-----------------|--|---|---|
| Impremedia, LLC | AL VOLANTE<br><br>AL VOLANTE<br><br>SN:77-385500<br>RN:3,862,399 | Registered<br>October 19, 2010<br><br>Int'l Class: 16, 35<br>First Use:<br>October, 2004<br>Filed:<br>January 31, 2008<br>Published:<br>March 3, 2009                               | (Int'l Class: 16) Printed publications, namely, newspapers, in the field of automobiles<br>(Int'l Class: 35) Providing consumer product information on automobiles and automotive parts via a global computer network   |
| Impremedia, LLC | AVENIDAS<br><br>AVENIDAS<br><br>SN:77-355387                     | Abandoned - No<br>Statement of Use<br>March 7, 2011<br><br>Filed:<br>December 19, 2007<br>Published:<br>May 12, 2009<br>Allowed:<br>August 4, 2009                                  | (Int'l Class: 16) Magazine columns about Hispanic lifestyles, culture, news and information; magazine departments in the field of Hispanic lifestyles, culture, news and information; magazine sections in the field of Hispanic lifestyles, culture, news and information; magazines featuring Hispanic lifestyles, culture, news and information; newspapers; newspapers in the field of Hispanic lifestyles, culture, news and information; syndicated newspaper columns dealing with Hispanic lifestyles, culture, news and information |
| Impremedia, LLC | IMPREDIA<br><br>SN:78-341662<br>RN:3,159,834                     | Registered<br>October 17, 2006<br><br>Int'l Class: 9, 16<br>First Use:<br>January 15, 2004<br>Filed:<br>December 16, 2003<br>Published:<br>May 3, 2005<br>Allowed:<br>July 26, 2005 | (Int'l Class: 9) Providing on-line Spanish language and bi-lingual newspapers and Spanish language magazines of general interest, which are downloadable<br>(Int'l Class: 16) Spanish language and bi-lingual newspapers and Spanish language and bi-lingual magazines of general interest  |