

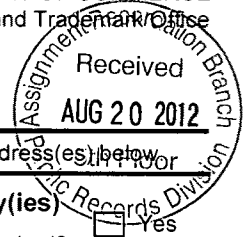
08/20/2012



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

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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.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 1, 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Source Interlink Magazines, LLC

Street Address: 27500 Riverview Center Boulevard

City: Bonita Springs

State: FL

Country: USA Zip: 34134

- Individual(s) Citizenship _____
- Association Citizenship _____
- 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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

1491072, 2398877, 1666275

Additional sheet(s) attached? Yes No

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

SOAP OPERA DIGEST; SOAP OPERA WEEKLY; SOAP OPERA WEEKLY

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

Name: AMI Celebrity Publications, LLC

Internal Address: Legal Department

Street Address: 4950 Communications Avenue, Suite 100

City: Boca Raton

State: FL Zip: 33431

Phone Number: 561-997-7733

Docket Number: Source Assignments

Email Address: mwallis@noss.amilink.com

6. Total number of applications and registrations involved: 3

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/20/2012 HTON11 00000035 581892 1491072

61 FC:0521 42.00 DA

Deposit Account Number 501892 DA

Authorized User Name American Media/Marian Wallis

9. Signature:

Marian J. Wallis

8/10/2012

Signature

Date

Marian J. Wallis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004847 FRAME: 0472

8-20-12

FOR EXECUTION

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made and effective as of June 1, 2012, by Citicorp North America, Inc., a Delaware corporation located at Two Penns Way, New Castle, Delaware, 19720 (the "Assignor") in favor of Source Interlink Magazines, LLC, a Delaware limited liability company located at 27500 Riverview Center Boulevard, Bonita Springs, Florida, 34134 and Source Interlink Media, LLC, a Delaware limited liability company located at 27500 Riverview Center Boulevard, Bonita Springs, Florida, 34134 (together, the "Assignee").

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 Assignor, 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, in connection with the Credit Agreement the Borrower, the Assignee, certain other Subsidiaries of the Borrower as grantors thereunder (collectively with the Borrower and the Assignee, the "Grantors"), and the Assignor 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;

WHEREAS, pursuant to the Pledge and Security Agreements, Grantors executed and delivered to Assignor 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 the "Trademark Security Agreements"), each dated as of June 19, 2009, for purpose of recording the Lien and the security interest of the Assignor in the Trademark Collateral (as defined in the Trademark Security Agreements) in the United States Patent and Trademark Office (the "PTO");

WHEREAS, the Term A Trademark Security Agreement was recorded with the Trademark Division of the PTO on June 25, 2009 at Reel/Frame 4012/0001;

WHEREAS, the Term B Trademark Security Agreement was recorded with the Trademark Division of the PTO on June 25, 2009 at Reel/Frame 4012/0018;

WHEREAS, prior to the date hereof, Source Interlink Magazines, LLC has assigned all of its right, title and interest in the Released Names and Marks (as defined below) to Source Interlink Media, LLC (the "Seller"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated and effective as of June 1, 2012 (the "Asset Purchase Agreement") between the Seller and AMI Celebrity Publications, LLC ("AMI"), Seller agreed to sell, transfer, assign, convey and deliver to AMI all of Assignee's right, title and interest in all trademarks and internet domain names listed on Schedule A attached hereto (the "Released Names and Marks"), among other assets. (The Released Names and Marks, along with all goodwill associated therewith, registrations and applications for registration therefor, foreign counterparts thereof, common-law rights related thereto and all rights to sue in law and equity for any infringement, misappropriation, or other violations or impairment thereof and the right to receive all Proceeds (including licenses, royalties, income, payments, claims, damage awards and proceeds of suit), subject to the terms of Section 2 below regarding Proceeds, therefrom is hereinafter referred to as the "Released Trademark Collateral").

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 Assignor and Assignee hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreements, Pledge and Security Agreements or Credit Agreement, as applicable.

SECTION 2. Partial Release of Security Interest. The Assignor does hereby release its Lien on and security interest in all of Assignee's right, title and interest in, to and under the Released Trademark Collateral. Notwithstanding the preceding sentence, Assignor does not release and retains the right to any and all Proceeds of or included in the Released Trademark Collateral and that were not transferred by the Seller to AMI pursuant to the terms of the Asset Purchase Agreement, if any. For the avoidance of doubt, (i) Assignor continues to maintain its Lien on and security interest in all of Assignee's right, title and interest in, to and under the other Trademark Collateral other than the Released Trademark Collateral, (ii) Assignee hereby confirms that the Lien on and security interest in all of the Assignee's right, title and interest, in, to and under the Trademark Collateral (other than the Released Trademark Collateral) continues as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of the amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations of every Grantor as set forth in the Credit Agreement and (iii) the provisions of the Pledge and Security Agreements and Trademark Security Agreements shall, except as modified by this Release, continue in full force and effect.

SECTION 3. This Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart to that all signature pages are attached to the same document. Delivery of an executed signature page of this Release by facsimile transmission, electronic mail or by posting on the Platform shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this PARTIAL
RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the date first provided above.

ASSIGNOR:

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

By: _____

Name: _____

William Washburn
Director

Title: _____

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

By: _____

Name: _____

William Washburn
Director

Title: _____

Partial Release Of Security Interest In Trademarks

TRADEMARK
REEL: 004847 FRAME: 0476

ASSIGNEE:

SOURCE INTERLINK MAGAZINES, LLC

By: J.A. King

Name: Joseph A. King

Title: Associate General Counsel

SOURCE INTERLINK MEDIA, LLC

By: J.A. King

Name: Joseph A. King

Title: Associate General Counsel

Schedule A – Released Names and Marks

Trademarks

Mark	Country	Reg. #	Class(es)	Owner
SOAP OPERA DIGEST logo	AIPO (African Union)	199303982	016	Primedia Magazine Finance, Inc.
SOAP OPERA WEEKLY	Canada	393810	016	Source Interlink Magazines, LLC
SOAP OPERA DIGEST	United States	1491072	016	Source Interlink Magazines, LLC
SOAP OPERA WEEKLY	United States	2398877	016	Source Interlink Magazines, LLC
SOAP OPERA WEEKLY	United States	1666275	016	Source Interlink Magazines, LLC

Internet Domain Names

Domain Name	Registrar	Expiration Date	Registrant	Owner
pixiefave.com	Network Solutions	5/29/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
pixie-fave.com	Network Solutions	5/29/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
pixiefavemagazine.com	Network Solutions	5/29/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
pixie-favemagazine.com	Network Solutions	5/29/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
pixiemagazine.com	Network Solutions	8/22/2014	Source Interlink Media, LLC	Source Interlink Media, LLC
pixiemagazinestyle.com	Network Solutions	11/24/2012	Source Interlink Media, LLC	Source Interlink Media, LLC
pixieposterpuzzles.com	Network Solutions	11/24/2012	Source Interlink Media, LLC	Source Interlink Media, LLC
pixiethemag.com	Network Solutions	3/6/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
soapruiseweeps.com	Network Solutions	2/27/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
soapedigest.com	Network Solutions	7/26/2012	Source Interlink Media, LLC	Source Interlink Media, LLC
soapoperadigest.com	Network Solutions	12/14/2012	Source Interlink Media, LLC	Source Interlink Media, LLC
soapoperadigestdigital.com	Network Solutions	3/21/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
soapoperamag.com	Network Solutions	2/24/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
soapoperanewsmag.com	Network Solutions	2/24/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
soapoperaweekly.com	Network Solutions	5/16/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
soapsweepstakes.com	Network Solutions	2/19/2013	Source Interlink Media, LLC	Source Interlink Media, LLC
soapweekly.com	Network Solutions	4/5/2013	Source Interlink Media, LLC	Source Interlink Media, LLC