

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ryan Communications Group, Inc.		10/01/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Source Interlink Magazines, LLC
Street Address:	831 South Douglas Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2946989	DIRTSPO RTS
Registration Number:	3413686	DIRT SPORTS
Registration Number:	3413685	DIRT SPORTS
Serial Number:	85688768	OFF-ROAD INDUSTRY MAGAZINE
Registration Number:	3257559	THE VOICE OF OFF-ROAD MOTORSPORTS

**CORRESPONDENCE DATA**

Fax Number: 3105319376  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (310) 531-9900  
 Email: trademark@sorc.com, elizabeth.valenciano@sorc.com  
 Correspondent Name: Scott J. Spooner  
 Address Line 1: 831 South Douglas Street  
 Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER:	Scott J. Spooner
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Signature:	/Scott J. Spooner/
Date:	10/24/2012
Total Attachments: 5 source=Ryan Communications to Magazines Assignment#page1.tif source=Ryan Communications to Magazines Assignment#page2.tif source=Ryan Communications to Magazines Assignment#page3.tif source=Ryan Communications to Magazines Assignment#page4.tif source=Ryan Communications to Magazines Assignment#page5.tif	

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "*Assignment*"), dated as of October 1, 2012, by and between, RYAN COMMUNICATIONS GROUP, INC., a California corporation and RYAN COMMUNICATIONS GROUP, LLC, a Delaware limited liability company (the "*Assignor*") and SOURCE INTERLINK MAGAZINES, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor owns the trademarks and trademark registrations with the United States Patent and Trademark Office listed on Exhibit A hereto (the "*Marks*");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*") which contemplates the execution of this Assignment.

NOW, THEREFORE, for good and valuable consideration, including that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee, all right, title and interest in and to the Marks; the goodwill associated with the Marks; the registration for the Marks; all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. Assignor acknowledges that the assets with which the Marks have been used and associated with likewise have been transferred to Assignee under the Purchase Agreement.

2. Representations and Warranties

(a) Assignor represents and warrants that it owns unconditionally the Marks and possesses the right to sell, convey, assign, and transfer the Marks to Assignee as contemplated by this Assignment.

(b) Assignor represents and warrants that no third party has a claim to or security interest in the Marks.

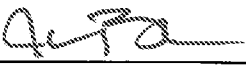
(c) Assignor represents and warrants that it has made no disposition in the Marks prior to the Effective Date and has taken no action that conflicts with this Assignment or that otherwise would impair Assignee's ability to take full ownership of the Marks and/or exploit the Marks.

(d) Assignor represents and warrants that, following the Effective Date it will not use, make derivative works of, exploit, or transfer the Marks in any way.

3. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Marks.

4. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. This Agreement may be executed in several counterparts, including signatures via facsimile or PDF attached to an email, but all counterparts shall constitute one and the same instrument.

<b>ACKNOWLEDGED AND AGREED:</b>	
<b>ASSIGNOR:</b>	<b>ASSIGNEE:</b>
<b>RYAN COMMUNICATIONS GROUP, INC.</b>	<b>SOURCE INTERLINK MAGAZINES, LLC</b>
By: _____ Name: <u>James P. Ryan</u> Title: <u>President</u>	By:  Source Interlink Media, LLC, Sole Member, Source Interlink Companies, Inc., Sole Member, John Bode, EVP & CFO
<b>RYAN COMMUNICATIONS GROUP, LLC</b>	
By: _____ Name: <u>James P. Ryan</u> Title: <u>President</u>	

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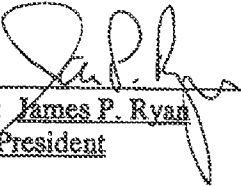
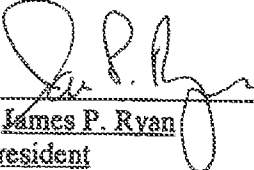
ACKNOWLEDGED AND AGREED:	
<b>ASSIGNOR:</b>  <b>RYAN COMMUNICATIONS GROUP, INC.</b>  By:  Name: <u>James P. Ryan</u> Title: <u>President</u>	<b>ASSIGNEE:</b>  <b>SOURCE INTERLINK MAGAZINES, LLC</b>  By: _____ Source Interlink Media, LLC, Sole Member, Source Interlink Companies, Inc., Sole Member, John Bode, EVP & CFO
<b>RYAN COMMUNICATIONS GROUP, LLC</b>  By:  Name: <u>James P. Ryan</u> Title: <u>President</u>	

Exhibit A

**Word Mark** DIRTSPORTS  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Magazine in the field of off-road motorsports for race participants, sanctioning bodies, sponsors, vendors, spectators and enthusiasts. FIRST USE: 20040800. FIRST USE IN COMMERCE: 20040800

**Serial Number** 78426709

**Registration Number** 2946989

**Word Mark** DIRT SPORTS  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Magazine in the field of off-road motorsports for race participants, sanctioning bodies, sponsors, vendors, spectators and enthusiasts. FIRST USE: 20070400. FIRST USE IN COMMERCE: 20070400

IC 041. US 100 101 107. G & S: Provide an online magazine in the field of off-road motorsports for race participants, sanctioning bodies, sponsors, vendors, spectators and enthusiasts. FIRST USE: 20070516. FIRST USE IN COMMERCE: 20070516

**Serial Number** 77189178

**Registration Number** 3413886

**Word Mark** DIRT SPORTS  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Magazine in the field of off-road motorsports for race participants, sanctioning bodies, sponsors, vendors, spectators and enthusiasts. FIRST USE: 20070400. FIRST USE IN COMMERCE: 20070400

IC 041. US 100 101 107. G & S: Provide an online magazine in the field of off-road motorsports for race participants, sanctioning bodies, sponsors, vendors, spectators and enthusiasts. FIRST USE: 20070516. FIRST USE IN COMMERCE: 20070516

**Serial Number** 77188615

**Registration Number** 3413885

**Word Mark** OFF-ROAD INDUSTRY MAGAZINE  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Magazines in the field of the automotive and truck aftermarket business. FIRST USE: 20090509. FIRST USE IN COMMERCE: 20090509

**Serial Number** 85688768

**Owner** (APPLICANT) Ryan Communications Group, Inc. CORPORATION CALIFORNIA 5244 E Paoli Way Long Beach CALIFORNIA 90803

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

**Word Mark** THE VOICE OF OFF-ROAD MOTORSPORTS  
**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Magazine in the field of off-road motorsports for race participants, sanctioning bodies, sponsors, vendors, spectators and enthusiasts. FIRST USE: 20040800. FIRST USE IN COMMERCE: 20040800

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 77001301

**Registration Number** 3257559