

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortress Value Recovery Fund I LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Border Media Business Trust		
Street Address:	8750 N. Central Expressway, Suite 645		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75231		
Entity Type:	TRUST: DELAWARE		
Composed Of:	• W. Lawrence Patrick, UNITED STATES, INDIVIDUAL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4276029	SALIFE	
Registration Number:	3796584	SAN ANTONIO LIFE	
CORRESPONDENCE DATA			
Fax Number:	2027197049		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-719-7179		
Email:	jsalley@wileyrein.com		
Correspondent Name:	Jerita L. DeBrauch Salley, Esq.		
Address Line 1:	c/o Wiley Rein LLP, 1776 K Street NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	860850013		
NAME OF SUBMITTER:	Jerita L. DeBrauch Salley		
SIGNATURE:	/jerita l. debrauch salley/		
DATE SIGNED:	03/10/2014		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of ~~January 31~~ January 31, 2014 ("Effective Date") by FORTRESS VALUE RECOVERY FUND I LLC (as successor in interest to Highbridge/Zwirn Special Opportunities Fund, L.P.), as the administrative agent for the Lenders (as such term is defined below) (in such capacity, "Agent"), in favor of the grantors listed on the signature pages to the below-defined Trademark Security Agreement (each, individually, a "Grantor" and collectively, jointly and severally, the "Grantors").

WHEREAS, reference is made to that certain Second Amended and Restated Loan and Security Agreement, dated as of January 5, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), entered into by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, Border Media Business Trust, a common law business trust organized under the laws of the State of Delaware ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of January 30, 2004 (the "Trademark Security Agreement"), as amended by that certain First Amendment, Joinder and Reaffirmation of Trademark Security Agreement, dated as of December 23, 2004, as further amended by that certain Second Amendment and Reaffirmation of Trademark Security Agreement, dated as of March 30, 2010 (the "Second Amendment to Trademark Security Agreement"), by and among Grantors and Agent, Grantors granted to Agent a security interest in all of Grantors' right, title and interest in and to the Trademarks (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on February 24, 2004, at Reel 2919, Frame 0408, and the Second Amendment to Trademark Security Agreement was recorded with the USPTO on April 2, 2010, at Reel 4179/0304; and

WHEREAS, pursuant to the terms and conditions of that certain Paydown Letter and Partial Release of Liens, dated January 31, 2014, Agent and the Lenders have consented to the release of the Agent's security interest in the trademark registrations and applications listed on Schedule 1 hereto (the "Released Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Agent hereby terminates, releases, and discharges its security interest in the Released Trademarks granted pursuant to the Trademark Security Agreement and the Second Amendment to Trademark Security Agreement and reassigns to Grantors all right, title, and interest of Agent in the Released Trademarks pursuant to the Trademark Security Agreement and the Second Amendment to Trademark Security Agreement.

2. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Released Trademarks contemplated hereby.

3. Any release by Agent provided hereunder is a partial release only (except that the release of the Agent's security interest in and upon the Released Trademarks shall constitute a full release as to the Released Trademarks only upon receipt by Agent of the Paydown Amount (as defined in the Paydown Letter) in the manner set forth in the Paydown Letter), and shall not release, affect or impair any

guaranties, or any security interests or pledges against any other Trademarks (as defined in the Trademark Security Agreement).

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**FORTRESS VALUE RECOVERY FUND I
LLC**, a Delaware limited liability company, as
Agent and as a Lender

By: Fortress VRF Advisors I LLC, its investment
manager, as agent and attorney-in-fact

By: _____
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

SCHEDULE 1
to
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations/Applications

Mark	Application No./ Registration No.	Filing Date/ Registration Date
SALife	77-693913/ 4,276,029	03/18/09 01/15/13
San Antonio Life	77-564746/ 3,796,584	09/08/08 06/01/10