

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC (formerly known as Wells Fargo Foothill, LLC)		09/26/2017	Limited Liability Company: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4084972	BREAKING OUT	
Registration Number:	2744718	SOUND & VISION	
Registration Number:	2428754	SOUND & VISION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Stephen Grove		
SIGNATURE:	/Stephen Grove/		
DATE SIGNED:	10/18/2017		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Wells Fargo Capital Finance, LLC (formerly known as Wells Fargo Foothill, LLC)

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 9/26/2017

- Assignment
- Security Agreement
- Other Release of Security Interest
- 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: 831 South Douglas Street

City: El Segundo

State: CA

Country: USA Zip: 90245

- 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 _____

See attached Schedule I

B. Trademark Registration No.(s)

4084972, 2744718, 2428754

Additional sheet(s) attached? Yes No

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

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

Name: Latham & Watkins LLP c/o Angela M. Amaru

Internal Address: Suite 1000

Street Address: 885 Third Avenue

City: New York

State: N.Y. Zip: 10022

Phone Number: 212-906-1216

Docket Number: 054792-0008

Email Address: angela.amaru@lw.com

6. Total number of applications and registrations involved:

3

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

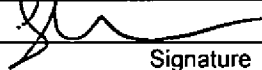
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

10/17/2016

Date

Stephen Grove

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, dated as of September 26, 2017, is made by **WELLS FARGO CAPITAL FINANCE, LLC**, formerly known as Wells Fargo Foothill, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent"), pursuant to the Revolving Credit Agreement, dated as of June 19, 2009 (as amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Revolving Credit Facility Pledge and Security Agreement, dated as of June 19, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein have the meaning assigned to them in the Credit Agreement.

WITNESSETH

WHEREAS, **SOURCE INTERLINK MAGAZINES, LLC**, a Delaware limited liability company (the "Grantor") and the Collateral Agent are parties to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor executed the Amendment No.1 to the Revolving Credit Facility Trademark Security Agreement dated May 14, 2013 and recorded with the U.S. Patent and Trademark Office on May 24, 2013 at Reel 5037, Frame 0485 (the "Trademark Security Agreement"), pursuant to which the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of their right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, in connection with the repayment of the obligations under the Credit Agreement and the termination of the Security Agreement and the Trademark Security Agreement, Grantors have requested that the Collateral Agent terminate and release its Lien on and security interest in the Trademark Collateral and Collateral Agent has agreed to do so.

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

The Collateral Agent hereby **TERMINATES**, without recourse, representation or warranty the Trademark Security Agreement, **RELEASES**, without recourse, representation or warranty their security interest in all of the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I, attached hereto and incorporated herein by reference, and **REASSIGNS** to the Grantor, without recourse, representation or warranty all of its right, title and interest in, to and under the Trademark Collateral of the Grantor.

The Collateral Agent agrees to provide the Grantor with any additional authorization reasonably necessary to effect the release of the Collateral Agent's security interest in the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

WELLS FARGO CAPITAL FINANCE, LLC,
as Collateral Agent

By: Victor Barwig
Name: Victor Barwig
Title: Sr VP

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

FILE NAME	SAMPLE	OWNER OF MARK	CLASSES	STATUS	SERIAL NUMBER	REGISTRATION NUMBER	TYPE OF MARK	COUNTRY	APPLICATION DATE	REGISTRATION DATE	DESCRIPTION OF MARK CLASSES
Breaking Out	Breakir	Bonnier Active Media, Inc.	35 and 41	Active	85189329	4084972	U.S.	U.S.A.	12/02/2010	01/10/2012	Class 35: Active Promotional services, namely, providing a website at which up-and-coming musical artists can showcase their talents via an online portfolio Class 41 Class Status: Active Entertainment services, namely, providing a website of up-and-coming musical artists featuring non-downloadable musical videos and interviews; providing a website for entertainment purposes where users can view and post images, audio and video featuring up-and-coming musical artists; arranging and conducting music competitions for up-and-coming musical artists
Sound & Vision	SOUND	Bonnier Active Media, Inc.	9	Active	76975329	2744718	U.S.	U.S.A.	04/26/2001	07/29/2003	Class 9: Instructional DVDs for electronic equipment
Sound & Vision	SOUND	Bonnier Active Media, Inc.	16 and 42	Active	75554167	2428754	U.S.	U.S.A.	09/16/1998	02/13/2001	Class 16: Magazine in the field of audio, video and electronic equipment Class 42: Computer services, namely, providing an on-line magazine in the field of audio, video and electronic equipment
Sound &		Bonnier Active	16	Active	0533967	TMA310534	Foreign	Canada	12/31/1984	01/17/1986	Class 16: Periodical publications, namely

FILE NAME	SAMPLE	OWNER OF MARK	CLASS(S)	STATUS	SERIAL NUMBER	REGISTRATION NUMBER	TYPE OF MARK	COUNTRY	APPLICATION DATE	REGISTRATION DATE	DESCRIPTION OF MARK CLASS(ES)
Vision		Media, Inc.									imageZincs

List of Internet Domain Names

hometheatertune-up.com
 hometheatertune-up.net
 hometheatertuneup.com
 hometheatertuneup.net
 soundandvision.biz
 soundvision.us
 hometheatertune-uponline.com
 hometheatertuneuponline.com
 sv-tune-up.com
 sv-tuneup.com
 tuneup-online.com