FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

09-27-2001



U.S. Department of Commerce Patent and Trademark Office TRADEMARK

HEET 101857686 I KAULMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type New **Assignment** License Resubmission **Security Agreement Nunc Pro Tunc Assignment** Document ID # **Effective Date** Correction of PTO From Merger Month Day Year Reel # Frame # Corrective Document Change of Name 09/07/2001 Reel # Frame # Χ RELEASE OF SECURITY INTEREST OF TRADEMARKS Other Mark if additional names of conveying parties attached **Conveying Party Execution Date** Month Day Year Name The Ackerley Group, Inc. 09/07/2001 Formerly Corporation Individual General Partnership Limited Partnership X Association Other Citizenship/State of Incorporation/Organization Delaware Receiving Party Mark if additional names of receiving parties attached First Union National Bank, as Administrative Agent DBA/AKA/TA Composed of Address (line 1) One First Union Center, TW-10 Address (line 2) 301 South College Street 28288-0608 Address (line 3) North Carolina Charlotte State/Country Zin Code If document to be recorded is an Individual General Partnership Limited Partnership assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Corporation Association representative should be attached. (Designation must be a separate Other document from Assignment). Citizenship/State of Incorporation/Organization FOR OFFICE USE ONLY 09/26/2001 TDIAZ1 00000081 1991067 40.00 DP 01 FC:481

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office. Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-16 Expires 06/30/99 OMB 0651-0027	18B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK		
Domestic Rep	resentative Name and Address	S Enter for the First Receiv			
Name					
Address (line 1)					
Address (line 2)					
Address (line 3)					
Address (line 4)					
Correspondent Name and Address Area Code and Telephone Number 213-430-7538					
Name	Edward A. Friedler				
Address (line 1)	O'Melveny & Myers LLP				
Address (line 2)	400 South Hope Street				
Address (line 3)	Los Angeles, California 90071-2898				
Address (line 4)					
Pages	Enter the total number of pages of the a including any attachments.	attached conveyance document	# 3		
Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Trademark Application Number(s) Registration Number(s)					
		1,991,067			
Number of Pro	perties Enter the total num	ber of properties involved.	# [1		
Fee Amount	Fee Amount for Propert	ties Listed (37 CFR 3.41):	\$ 40.00		
Method of Payment: Enclosed X Deposit Account Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)					
	Authoriz	Deposit Account Number: zation to charge additional fees:	Yes No		
Statement and To the bes is a true co		oing information is true and correct	and any attached copy as indicated herein.		
Edward A. Friedler Name o	f Person Signing	Signature Signature	09/20/2001 Date Signed		

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027	RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Conveying Party Enter Additional Conveying Party Name	Mark if additional names of convey	ying parties attached Execution Date Month Day Year
Formerly General Pa	artnership Limited Partnership	Corporation Association
Citizenship/State of Incorporation/Or Receiving Party Enter Additional Receiving Party Name	Mark if additional names of receiving	ng parties attached
DBA/AKA/TA Composed of		
Address (line 1) Address (line 2) Address (line 3)		
Individual General Par Corporation Association Other	Limited Partiership	Zio Code If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).
Citizenship/State of Incorporation/Or Trademark Application Number		Mark if additional numbers attached
- 7	Number or the Registration Number (DO NOT ENTER BOTH	

RELEASE OF SECURITY INTEREST OF TRADEMARKS

This Release of Security Interest is dated as of September 7, 2001. Reference is hereby made to the Security Agreement (the "Security Agreement") by and between The Ackerley Group, Inc., a Delaware corporation ("Grantor"), and First Union National Bank (the "Administrative Agent"), or an abstract thereof, recorded with the United States Patent and Trademark Office on or about June 4, 1999 (Reel/Frame No. 1907/0828).

First Union National Bank hereby notifies, acknowledges to and agrees with Grantor that the security interest granted by Grantor to Administrative Agent pursuant to the terms of the Security Agreement including without limitations, the trademarks listed on the attached Schedule A, are terminated and released as of the date hereof, and that Administrative Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Security Agreement to such Trademark Collateral.

Such Administrative Agent releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "Encumbrances") on this Release of Security Interest including, without limitation, those Encumbrances created under or in connection with the Security Agreement.

Such Administrative Agent hereby agrees to take such further actions and to execute such further documents as Grantor may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office, subject, in each case to the Grantor's prior payment in full to the Administrative Agent of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Administrative Agent shall not be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to applicable law..

IN WITNESS WHEREOF, Administrative Agent has caused this Release of Security Interest to be duly executed and delivered by its duly authorized officer as of the date first above written.

FIRST UNION NATIONAL BANK

Bv:

Name:

Title:

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LA1:944077

STATE OF NORTH CAROLINA			
COUNTY OF Mecklenburg) La baria P. Jucker			
Sabruin P. Juden On September 10, 2001 before me, for mynatt, personally appeared you mynatt, personally known to me (or proved to me on the basis of satisfactory			
evidence) to be the person(s) whose name is/are subscribed to the within instrument and			
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which			
the person(s) acted, executed the instrument.			

WITNESS my hand this _____ day of September 2001.

State of North Carolina

State of North Carolina

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SCHEDULE A TO RELEASE OF SECURITY INTEREST OF TRADEMARKS

Registered:

Trademark Reg. No. Reg. Date

1. PROJECT HANGTIME AND DESIGN 1991067 08/06/1996

LAT:944077

RECORDED: 09/20/2001

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