

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	termination and release of security interests		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of Nova Scotia		03/28/2007	bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KOCH Entertainment LP		
<b>Street Address:</b>	22 Harbor Park Drive		
<b>City:</b>	Port Washington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11050		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1740963	KOCH INTERNATIONAL	
Registration Number:	1740964	KOCH INTERNATIONAL	
Registration Number:	1738085	KOCH	
Registration Number:	2674274	THE MAJOR ALTERNATIVE	
Registration Number:	2713483	THE MAJOR INDEPENDENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Matthew Heintz, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	22741-1002		

CH \$140.00 1740963

NAME OF SUBMITTER:	Matthew Heintz, Esq.
Signature:	/Matthew Heintz/
Date:	04/10/2007
Total Attachments: 5 source=Koch TM_1#page1.tif source=Koch TM_2#page1.tif source=Koch TM_3#page1.tif source=Koch TM_4#page1.tif source=Koch TM_5#page1.tif	

TERMINATION AND RELEASE OF  
SECURITY INTERESTS IN TRADEMARKS

TERMINATION AND RELEASE, dated as of March 28, 2007, from The Bank of Nova Scotia, a Canadian bank having a principal place of business at P.O. Box 4085, Station A, 40 King St. West Scotia Plaza, 62nd Fl., Toronto, Ontario, Canada M5W 2X6 (“Holder”) to KOCH Entertainment LP, a limited partnership formed pursuant to the laws of Delaware having a principal place of business at 22 Harbor Park Drive, Port Washington, New York 11050 (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement (Note Purchase), dated as of June 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Original Security Agreement (Note Purchase)”), made by KOCH Entertainment Distribution LLC, a Delaware limited liability company ( “KED”) in favor of Holder and that certain Security Agreement (Facility), dated as of June 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Original Security Agreement (Facility),” and together with the Original Security Agreement (Note Purchase), the “Original Security Agreements”), made by KED in favor of Holder, security interests (the “Original Security Interests”) were granted by Grantor to Holder in certain Trademarks;

WHEREAS, the Original Security Interests were recorded in the Trademark Division of the United States Patent and Trademark Office on June 13, 2005, at Reel 3102, Frame 0613 and at Reel 3102, Frame 0635, respectively;

WHEREAS, KED merged into KOCH Content LLC, a Delaware limited liability company, that was, in turn, converted into a Delaware limited partnership and renamed to KOCH Entertainment LP;

WHEREAS, pursuant to that certain Security Agreement Supplement No. 1 (Note Purchase), dated as of July 11, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Supplemental Security Agreement (Note Purchase)”), made by Grantor in favor of Holder and that certain Security Agreement Supplement No. 1 (Facility), dated as of July 11, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Supplemental Security Agreement (Facility),” and together with the Original Security Agreements and the Supplemental Security Agreement (Note Purchase), the “Security Agreements”), made by Grantor in favor of Holder, security interests (the “Supplemental Security Interests” and together with the Original Security Interests, the “Security Interests”) were granted by Grantor to Holder in certain Trademarks;

WHEREAS, the Supplemental Security Interests were recorded in the Trademark Division of the United States Patent and Trademark Office on July 13, 2005, at Reel 3120, Frame 0575 and at Reel 3120, Frame 0652, respectively;

WHEREAS, Holder now desires to terminate and release the entirety of its Security Interests in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Security Interests pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Holder hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, the defined terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreements, as applicable.

2. Release of Security Interests: Holder hereby terminates, releases and discharges its Security Interests in the Trademarks, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and any right, title or interest of Holder in such Trademarks shall hereby cease and become void.


3. Further Assurances: Holder shall at the request and cost of Grantor execute and deliver to Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interests.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NOVA SCOTIA,  
as Holder

By:   
Name: CHRISTOPHER USAS  
Title: ASSISTANT GENERAL MANAGER

ACKNOWLEDGMENT

CANADA )  
PROVINCE OF ONTARIO )  
MUNICIPALITY OF METROPOLITAN TORONTO )  
TO WIT: )

On March 28, 2007 before me, the undersigned, personally appeared  
CHRISTOPHER USAS  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Reema Kapoor  
A Notary Public

SCHEDULE I  
Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
KOCH INTERNATIONAL	1,740,963	December 22, 1992
KOCH INTERNATIONAL Stylized Letters	1,740,964	December 22, 1992
KOCH	1,738,085	December 8, 1992
THE MAJOR ALTERNATIVE	2,674,274	January 14, 2003
THE MAJOR INDEPENDENT	2,713,483	May 6, 2003