

**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
Mud Life Magazine, LLC		05/11/2011	LIMITED LIABILITY COMPANY: FLORIDA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3748352	MUD LIFE	
CORRESPONDENCE DATA			
Fax Number:	(310)531-9376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3105319900		
Email:	trademark@sorc.com, scott.spooner@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		
Signature:	/Scott J. Spooner/		
Date:	05/12/2011		
Total Attachments: 2 source=MUD LIFE to SORC#page1.tif source=MUD LIFE to SORC#page2.tif			

OP \$40.00 3748352

**ASSIGNMENT OF TRADEMARK**

This Assignment of Trademark (this "Assignment"), dated as of May 11, 2011, by and between, **MUD LIFE MAGAZINE, LLC**, a Florida limited liability company (the "Assignor") and **SOURCE INTERLINK MAGAZINES, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the trademark and trademark registration with the United States Patent and Trademark Office listed on Exhibit A hereto (the "Mark");

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. Assignor hereby conveys, transfers and assigns to Assignee, all right, title and interest in and to the Mark; the goodwill associated with the Mark; the registration for the Mark; 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 Mark has been used and associated with likewise have been transferred to Assignee under the Purchase Agreement
2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Mark.
3. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
4. 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>MUD LIFE MAGAZINE, LLC</b>	<b>SOURCE INTERLINK MAGAZINES, LLC</b>
By: 	By: 
Name: <u>J. Anthony Parn</u>	Source Interlink Media, LLC, Sole Member,
Title: <u>CEO</u>	Source Interlink Companies, Inc., Sole Member, John Bode, EVP & CFO

Exhibit A

**United States of America**  
United States Patent and Trademark Office

**MUD LIFE**

**Reg. No. 3,748,352** MUD LIFE MAGAZINE (FLORIDA CORPORATION)  
Registered Feb. 16, 2010 1301 SW 34TH AVE., BLDG. 905, SUITE 273  
OCALA, FL 34474

**Int. Cls.: 16 and 25** FOR: DUMPIR STICKERS AND PUBLICATIONS, NAMELY, PRINTED PERIODICALS  
FEATURING MUD RACING, MUD TRUCKS, MUD TRUCK RACING, AND 4 X 4 VEHICLES  
IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

**TRADEMARK**  
**PRINCIPAL REGISTER**

FIRST USE 7-0-2008; IN COMMERCE 7-0-2008.

FOR: CLOTHING, NAMELY, T-SHIRTS, SWEATSHIRTS, SWEATPANTS, AND CAPS, IN  
CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 1-0-2008; IN COMMERCE 1-0-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MUD" FOR INTERNATIONAL  
CLASS 16, APART FROM THE MARK AS SHOWN.

SER. NO. 77-631,399, FILED 12-11-2008.

PAUL CROWLEY, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office