

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
US Weekly LLC		10/02/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2868163	5-SECOND SYNOPSIS
Registration Number:	2921117	FACES & PLACES
Registration Number:	2567379	FACES & PLACES
Registration Number:	2481062	FASHION POLICE
Serial Number:	76363104	FASHION POLICE
Registration Number:	2914765	FASHION POLICE
Registration Number:	2684913	HOT STUFF
Registration Number:	3140185	HOT STUFF
Registration Number:	2966459	JUST BETWEEN US
Registration Number:	2009674	LOOSE TALK
Registration Number:	2940447	LOOSE TALK
Registration Number:	2936059	LOVE LIVES
Registration Number:	3081941	LOVE LIVES
Registration Number:	2853974	SPLURGE VS. SAVE

OP \$765.00 2868163

Registration Number:	2853976	STARS - THEY'RE JUST LIKE US
Registration Number:	2626958	THE RECORD
Registration Number:	2853973	THE SHOP-A-THON
Serial Number:	78500648	THE SHOP-A-THON
Registration Number:	2865179	THE US BUZZ-COUPLE
Registration Number:	2865176	THE US BUZZZZ-O-METER
Registration Number:	2868162	THIS MINUTE YOU WANT TO KNOW ABOUT...
Registration Number:	3143272	THIS MINUTE YOU WANT TO KNOW ABOUT...
Registration Number:	1679326	US
Registration Number:	2614948	US
Registration Number:	1399365	US
Serial Number:	78784600	US WEEKLY
Registration Number:	2410772	US WEEKLY
Registration Number:	2527250	US WEEKLY
Registration Number:	2414220	USWEEKLY
Registration Number:	2853977	WHEN BAD CLOTHES HAPPEN TO GOOD PEOPLE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1245
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/31/2008

Total Attachments: 5  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 2, 2006, is made by US Weekly LLC, a Delaware limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “Agent”) for the Lenders (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of October 2, 2006, among Wenner Media LLC (the “Borrower”), the Agent, and the banks and other financial institutions and entities from time to time parties thereto (the “Lenders”) (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of October 2, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States


Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

US WEEKLY LLC

By:   
Name: *Timothy Walsh*  
Title: *Vice President*

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration/Application Number</b>
5-SECOND SYNOPSIS	2,868,163
FACES & PLACES	2,921,117
FACES & PLACES	2,567,379
FASHION POLICE	2,481,062
FASHION POLICE	76/363,104
FASHION POLICE	2,914,765
HOT STUFF	2,684,913
HOT STUFF	3,140,185
JUST BETWEEN US	2,966,459
LOOSE TALK	2,009,674
LOOSE TALK	2,940,447
LOVE LIVES	2,936,059
LOVE LIVES	3,081,941
SPLURGE VS. SAVE	2,853,974
STARS – THEY’RE JUST LIKE US	2,853,976
THE RECORD	2,626,958
THE SHOP-A-THON	2,853,973
THE SHOP-A-THON	78/500,648
THE US BUZZ-COUPLE	2,865,179
THE US BUZZZZ-O-METER	2,865,176
THIS MINUTE YOU WANT TO KNOW ABOUT ...	2,868,162
THIS MINUTE YOU WANT TO KNOW ABOUT ...	3,143,272
US	1,679,326
US	2,614,948
US	1,399,365
US WEEKLY (and design)	78/784,600

<b>Trademark</b>	<b>Registration/Application Number</b>
US WEEKLY	2,410,772
US WEEKLY	2,527,250
US WEEKLY	2,414,220
WHEN BAD CLOTHES HAPPEN TO GOOD PEOPLE	2,853,977