

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TI Golf Holdings Inc.		04/29/2015	CORPORATION: DELAWARE
Time Inc.		04/29/2015	CORPORATION: DELAWARE
Time Inc. Affluent Media Group		04/29/2015	CORPORATION: NEW YORK
Time Inc. Lifestyle Group		04/29/2015	CORPORATION: DELAWARE
COZI INC.		04/29/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as Collateral Agent
Street Address:	1615 Brett Road
Internal Address:	Building III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4707610	GOLF MAGAZINE PLAYERS CLUB
Registration Number:	4696093	PEOPLE
Registration Number:	4671912	REAL SIMPLE
Registration Number:	4696066	REAL SIMPLE
Registration Number:	4707503	TRAVEL + LEISURE
Registration Number:	4723834	COASTAL LIVING
Serial Number:	86415229	COZI
Serial Number:	86345003	FANNATION
Serial Number:	86344957	FANNATION
Serial Number:	86413940	FORTUNE MPW
Serial Number:	86415428	SI WIRE
Serial Number:	86399983	FOOD & WINE
Serial Number:	86344918	FOOD & WINE
Serial Number:	86400200	COOKING LIGHT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86390814	SOUTHERN LIVING
Serial Number:	86390815	SOUTHERN LIVING
Serial Number:	86390816	SOUTHERN LIVING
Serial Number:	86388463	SOUTHERN LIVING INSPIRED COMMUNITIES
Serial Number:	86390262	SOUTHERN LIVING INSPIRED COMMUNITIES

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

Phone: 6502515047

Email: jnull@stblaw.com

Correspondent Name: Michelle Morad

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	017670/0101
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	04/29/2015

Total Attachments: 7

source=Trademark Security Agreement - 2015Q1 Quarterly Short Form (Executed)#page1.tif
source=Trademark Security Agreement - 2015Q1 Quarterly Short Form (Executed)#page2.tif
source=Trademark Security Agreement - 2015Q1 Quarterly Short Form (Executed)#page3.tif
source=Trademark Security Agreement - 2015Q1 Quarterly Short Form (Executed)#page4.tif
source=Trademark Security Agreement - 2015Q1 Quarterly Short Form (Executed)#page5.tif
source=Trademark Security Agreement - 2015Q1 Quarterly Short Form (Executed)#page6.tif
source=Trademark Security Agreement - 2015Q1 Quarterly Short Form (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2015 (this “**Agreement**”) among TIME INC., a Delaware corporation, located at 1271 Avenue of the Americas, New York, NY 10020, (the “**Borrower**”) as Grantor, the other Grantors identified on Schedule I hereto and CITIBANK, N.A., located at 1615 Brett Road, Building III New Castle, DE 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”).

Reference is made to the Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, as Grantor, the other Grantors party thereto from time to time and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of April 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Subsidiary Guarantors party thereto from time to time, each lender party thereto from time to time (collectively, the “**Lenders**” and individually, a “**Lender**”) and Citibank, N.A., as Administrative Agent. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Lines of Credit, Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Lines of Credit, Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and

service marks used by a Grantor, including those listed on Schedule II hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that a Lien on such intent-to-use trademark applications prior to such filings would adversely affect the enforceability or validity of such intent-to-use trademark applications.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TIME INC.

By: 
Name: Robert Starr
Title: Treasurer

EACH OF THE OTHER GRANTORS LISTED
ON SCHEDULE I HERETO

By: 
Name: Robert Starr
Title: Authorized Officer

CITIBANK, N.A.,
as Collateral Agent

By: Monique Renta
Name: Monique Renta
Title: Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 005506 FRAME: 0525

Schedule I

1. Book-of-The-Month Club, Inc.
2. Business 2.0 Media Inc.
3. Cozi, Inc.
4. ECI Publishing, Inc.
5. Entertainment Weekly Inc.
6. Essence Communications Inc.
7. Essence Festivals Investments LLC
8. Essence Festivals LLC
9. Essence Festivals Productions LLC
10. Fundraising.com, Inc.
11. Gift Services, Inc.
12. Health Media Ventures Inc.
13. Healthy Living, Inc.
14. HP Holdings Inc.
15. LIFE INC.
16. Loyalty Extras, Inc.
17. Magazine Value Partners, Inc.
18. MAGHOUND ENTERPRISES INC.
19. Media Services, Inc.
20. MNI Targeted Media Inc.
21. NewSub Magazine Services LLC
22. NSSI Holdings Inc.
23. Oxmoor House, Inc.
24. QSP Distribution Services, LLC
25. REAL SIMPLE PRODUCTIONS, INC.
26. SI Digital Games, Inc.
27. SI Features Inc.
28. SI Productions Inc.
29. SI Ventures Inc.
30. SirenServ, Inc.
31. Southern Progress Corporation
32. Southern Progress Custom Publishing, Inc.
33. SPC Retail Publishing, Inc.
34. StyleFeeder Inc.
35. Sunset Publishing Corporation
36. Synapse Direct, Inc.
37. Synapse Group, Inc.
38. Synapse Retail Ventures, Inc.
39. Synapse Services, Inc.
40. Synapse Ventures, Inc.
41. SynapseConnect, Inc.
42. The Picture Collection, Inc.
43. This Old House Productions, Inc.
44. This Old House Ventures, Inc.
45. TI Acquisition Inc.
46. TI Administrative Holdings LLC
47. TI Asia Holdings Inc.
48. TI Books Holdings LLC

49. TI Business Ventures Inc.
50. TI Circulation Holdings LLC
51. TI Corporate Holdings LLC
52. TI Distribution Holdings LLC
53. TI GOLF HOLDINGS INC.
54. TI International Holdings Inc.
55. TI Live Events Inc.
56. TI Magazine Holdings LLC
57. TI MAGAZINE SERVICES LLC
58. TI Marketing Services Inc.
59. TI Media Solutions Inc.
60. TI PAPERCO INC.
61. TI PARSIPPANY INC.
62. TI Real Estate Services Inc.
63. TI RETAIL SERVICE GROUP INC.
64. TI Sales Holdings LLC
65. TI Shared Services Inc.
66. TI TRADE BOOKS HOLDINGS LLC
67. TIME CONSUMER MARKETING, INC.
68. Time Customer Service, Inc.
69. TIME DIRECT VENTURES LLC
70. Time Distribution Services Inc.
71. Time Inc. Affluent Media Group
72. Time Inc. Books
73. Time Inc. Domestic Licensing
74. Time Inc. Interactive
75. Time Inc. Lifestyle Group
76. Time Inc. Productions
77. Time Inc. Retail
78. Time Inc. Ventures
79. Time Publishing Ventures, Inc.
80. Time TV Corporation
81. WD PRODUCTIONS LLC

Schedule II

UNITED STATES Trademarks, Service Marks and Trademark Applications

Part I - Trademarks: January 1 - March 30, 2015

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TI Golf Holdings Inc.	GOLF MAGAZINE PLAYERS CLUB	4707610
Time Inc.	PEOPLE	4696093
Time Inc.	REAL SIMPLE	4671912
Time Inc.	REAL SIMPLE	4696066
Time Inc. Affluent Media Group	TRAVEL + LEISURE	4707503
Time Inc. Lifestyle Group	COASTAL LIVING	4723834

Part II - Trademark Applications (excluding "intent-to-use"): January 1 - March 30, 2015

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
COZI INC.	COZI	86415229
Time Inc.	FANNATION	86345003
Time Inc.	FANNATION	86344957
Time Inc.	FORTUNE MPW	86413940
Time Inc.	SI WIRE	86415428
Time Inc. Affluent Media Group	FOOD & WINE	86399983
Time Inc. Affluent Media Group	FOOD & WINE	86344918
Time Inc. Lifestyle Group	COOKING LIGHT	86400200
Time Inc. Lifestyle Group	SOUTHERN LIVING	86390814
Time Inc. Lifestyle Group	SOUTHERN LIVING	86390815
Time Inc. Lifestyle Group	SOUTHERN LIVING	86390816
Time Inc. Lifestyle Group	SOUTHERN LIVING INSPIRED COMMUNITIES	86388463
Time Inc. Lifestyle Group	SOUTHERN LIVING INSPIRED COMMUNITIES	86390262