

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., AS COLLATERAL AGENT		01/31/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TI GOLF HOLDINGS INC.		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
Name:	Time Inc.		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
Name:	TIME INC. AFFLUENT MEDIA GROUP		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: NEW YORK		
Name:	TIME INC. LIFESTYLE GROUP		
Street Address:	2100 Lakeshore Drive		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	Corporation: DELAWARE		
Name:	Cozi Inc.		
Street Address:	506 2nd Avenue		
Internal Address:	Suite 800		

OP \$490.00 4816037

City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4816037	FOOD & WINE
Registration Number:	4793186	FANNATION
Registration Number:	4707503	TRAVEL + LEISURE
Registration Number:	4793187	FANNATION
Registration Number:	4707610	GOLF MAGAZINE PLAYERS CLUB
Registration Number:	4671912	REAL SIMPLE
Registration Number:	4865401	SOUTHERN LIVING INSPIRED COMMUNITIES
Registration Number:	4865402	SOUTHERN LIVING INSPIRED COMMUNITIES
Registration Number:	4731242	SOUTHERN LIVING
Registration Number:	4731243	SOUTHERN LIVING
Registration Number:	4731244	SOUTHERN LIVING
Registration Number:	4816316	FOOD & WINE
Registration Number:	4759128	COOKING LIGHT
Registration Number:	4696066	REAL SIMPLE
Registration Number:	4759255	COZI
Registration Number:	4759259	SI WIRE
Registration Number:	4723834	COASTAL LIVING
Registration Number:	4696093	PEOPLE
Serial Number:	86413940	FORTUNE MPW

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6532
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Jordan M. Hook
 Address Line 1: 200 PARK AVE, 28TH FLOOR
 Address Line 2: C/O PAUL HASTINGS LLP
 Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER: F175217 release 5506-0520

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /Alana Gramer/

DATE SIGNED:	01/31/2018
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL, dated as of January 31, 2018 (this “**Release**”) is made by CITIBANK, N.A., located at 1615 Brett Road, Building III, New Castle, DE 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”), in favor of the Grantors listed on Schedule I hereto.

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Credit Agreement, dated as of April 24, 2014 (as amended and restated by Amendment No. 1, dated as of October 11, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Grantors pledged to the Collateral Agent for the benefit of the Secured Parties, and granted 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 certain collateral, including the U.S. registered trademarks set forth on Schedule A hereto (together with all of the goodwill connected with the use thereof and symbolized thereby, the “**Released Collateral**”);

WHEREAS, pursuant to that certain Trademark Security Agreement (Short-Form), dated as of April 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among the Collateral Agent and the Grantors thereunder, by reference to the Security Agreement, granted a security interest to the Collateral Agent in all of its right, title and interest in or to certain Trademark Collateral (as defined in the Trademark Security Agreement), including the Released Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the “**USPTO**”) on April 29, 2015 at Reel/Frame 5506/0520;

WHEREAS, the Collateral Agent now desires to release the entirety of its security interest in the Released Collateral, and solely the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms of this Release, the Collateral Agent hereby states as follows:

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

Section 2. Termination of Security Interest. The Collateral Agent on behalf of the Secured Parties, hereby releases its security interest in the Released Collateral. For clarity, the Collateral Agent’s security interest in and to all Collateral (including all other Trademark Collateral listed on Schedule II to the Trademark Security Agreement) other than the Released Collateral shall remain in full force and effect.

Section 3. Further Assurances. Pursuant to Section 11.09 of the Credit Agreement, at the request of the Borrower (and at the Borrower’s expense), the Collateral Agent shall record this Release with the USPTO to evidence the termination of any security interest of the Collateral

Agent in the Released Collateral, and solely with respect to the Released Collateral, and shall take such actions as reasonably requested by the Borrower, at the Borrower's expense, to make of record or otherwise confirm the release and/or termination of any security interest in, to or under the Released Collateral, but solely with respect to the Released Collateral.

Section 4. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference.

[Signature on following page]

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

CITIBANK, N.A.
As Collateral Agent

By: 
Name: Monique Renta
Title: Director

SCHEDULE I

LIST OF GRANTORS

TI Golf Holdings Inc.
Time Inc.
Time Inc. Affluent Media Group
Time Inc. Lifestyle Group
Cozi Inc.

Schedule A – Released Collateral

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