

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460318

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CITIBANK, N.A. as Collateral Agent		01/31/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Time Inc.		
<b>Street Address:</b>	225 Liberty Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Entertainment Weekly Inc.		
<b>Street Address:</b>	225 Liberty Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Time Inc. Affluent Media Group		
<b>Street Address:</b>	225 Liberty Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>Name:</b>	Time Inc. Lifestyle Group		
<b>Street Address:</b>	225 Liberty Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Cozi Inc.		
<b>Street Address:</b>	506 2nd Avenue, Suite 800		
<b>City:</b>	Seattle		

OP \$1090.00 4543718

<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98104
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	TI Golf Holdings Inc.
<b>Street Address:</b>	1271 AVENUE OF THE AMERICAS
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 43**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4543718	ENTERTAINMENT WEEKLY
<b>Registration Number:</b>	4582866	ENTERTAINMENT WEEKLY RADIO
<b>Registration Number:</b>	4605158	FORTUNE BRAINSTORM GREEN
<b>Registration Number:</b>	4605155	FORTUNE BRAINSTORM GREEN
<b>Registration Number:</b>	4605153	FORTUNE BRAINSTORM GREEN
<b>Registration Number:</b>	4605159	FORTUNE BRAINSTORM TECH
<b>Registration Number:</b>	4605156	FORTUNE BRAINSTORM TECH
<b>Registration Number:</b>	4605154	FORTUNE BRAINSTORM TECH
<b>Registration Number:</b>	4578954	INSTYLE
<b>Registration Number:</b>	4616286	REAL SIMPLE
<b>Registration Number:</b>	4601025	REAL SIMPLE
<b>Registration Number:</b>	4601624	REAL SIMPLE
<b>Registration Number:</b>	4601621	REAL SIMPLE
<b>Registration Number:</b>	4628789	REAL SIMPLE
<b>Registration Number:</b>	4623296	THE MARCH OF TIME
<b>Registration Number:</b>	4598211	CABIN PRESSURE COOK OFF
<b>Registration Number:</b>	4576701	DAILY TRANSPORTER
<b>Registration Number:</b>	4584342	FOOD & WINE
<b>Registration Number:</b>	4631377	FOOD & WINE
<b>Registration Number:</b>	4646076	JUST IN
<b>Registration Number:</b>	4580143	TRAVEL + LEISURE
<b>Registration Number:</b>	4639889	TRAVEL + LEISURE
<b>Registration Number:</b>	4580137	TRAVEL + LEISURE
<b>Registration Number:</b>	4598997	SOUTHERN LIVING
<b>Serial Number:</b>	86415229	COZI
<b>Serial Number:</b>	86347400	GOLF MAGAZINE PLAYERS CLUB
<b>Serial Number:</b>	86345003	FANNATION

Property Type	Number	Word Mark
Serial Number:	86344957	FANNATION
Serial Number:	86413940	FORTUNE MPW
Serial Number:	86428533	PEOPLE
Serial Number:	86358832	REAL SIMPLE
Serial Number:	86408772	REAL SIMPLE
Serial Number:	86415428	SI WIRE
Serial Number:	86399983	FOOD & WINE
Serial Number:	86344918	FOOD & WINE
Serial Number:	86344962	TRAVEL + LEISURE
Serial Number:	86416961	COASTAL LIVING
Serial Number:	86400200	COOKING LIGHT
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:** 2122305132

*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:** 2123186532

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jordan M. Hook, Esq.

**Address Line 1:** 200 Park Avenue

**Address Line 2:** c/o Paul Hastings LLP

**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	F175217 release 5446-0027
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/ALANA GRAMER/
<b>DATE SIGNED:</b>	01/31/2018

**Total Attachments: 7**

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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, Delaware 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 January 23, 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 January 23, 2015 at Reel/Frame 5446/0027;

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

Time Inc.  
Entertainment Weekly Inc.  
Time Inc. Affluent Media Group  
Time Inc. Lifestyle Group  
COZI Inc.  
TI Golf Holdings Inc.

**Schedule A – Released Collateral**



**UNITED STATES Trademarks, Service Marks and Trademark Applications**

**Part I - Trademarks: May 20 - December 31, 2014**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Entertainment Weekly Inc.	ENTERTAINMENT WEEKLY and Design	4543718
Entertainment Weekly Inc.	ENTERTAINMENT WEEKLY RADIO	4582866
Time Inc.	FORTUNE BRAINSTORM GREEN	4605158
Time Inc.	FORTUNE BRAINSTORM GREEN	4605155
Time Inc.	FORTUNE BRAINSTORM GREEN	4605153
Time Inc.	FORTUNE BRAINSTORM TECH	4605159
Time Inc.	FORTUNE BRAINSTORM TECH	4605156
Time Inc.	FORTUNE BRAINSTORM TECH	4605154
Time Inc.	INSTYLE	4578954
Time Inc.	REAL SIMPLE	4616286
Time Inc.	REAL SIMPLE	4601025
Time Inc.	REAL SIMPLE	4601624
Time Inc.	REAL SIMPLE	4601621
Time Inc.	REAL SIMPLE	4628789
Time Inc.	THE MARCH OF TIME	4623296
Time Inc. Affluent Media Group	CABIN PRESSURE COOK OFF	4598211
Time Inc. Affluent Media Group	DAILY TRANSPORTER	4576701
Time Inc. Affluent Media Group	FOOD & WINE	4584342
Time Inc. Affluent Media Group	FOOD & WINE	4631377
Time Inc. Affluent Media Group	JUST IN	4646076
Time Inc. Affluent Media Group	TRAVEL + LEISURE	4580143
Time Inc. Affluent Media Group	TRAVEL + LEISURE	4639889
Time Inc. Affluent Media Group	TRAVEL + LEISURE	4580137
Time Inc. Lifestyle Group	SOUTHERN LIVING	4598997

**Part II - Trademark Applications (excluding "intent-to-use"): May 20 - December 31, 2014**

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
COZI INC.	COZI	86415229
TI Golf Holdings Inc.	GOLF MAGAZINE PLAYERS CLUB	86347400
Time Inc.	FANNATION	86345003
Time Inc.	FANNATION	86344957
Time Inc.	FORTUNE MPW	86413940

Time Inc.	PEOPLE	86428533
Time Inc.	REAL SIMPLE	86358832
Time Inc.	REAL SIMPLE	86408772
Time Inc.	SI WIRE	86415428
Time Inc. Affluent Media Group	FOOD & WINE	86399983
Time Inc. Affluent Media Group	FOOD & WINE	86344918
Time Inc. Affluent Media Group	TRAVEL + LEISURE	86344962
Time Inc. Lifestyle Group	COASTAL LIVING	86416961
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