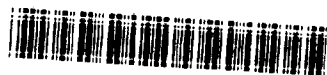


# TRADEMARKS

12-30-1998

S-034



100931591

To the Honorable Commissioner of Patents and Trademarks: Please

or copy thereof.

1. Name of conveying party(ies):  
**Mailist Associates**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional names(s) of conveying party(ies) attached?  Yes  No

2. Name and address of assignee:  
**Time Customer Service, Inc.**

Name: Time Customer Service, Inc.  
Internal Address: Administrative Center  
Street Address: 1 North Dale Mabry Highway  
City: Tampa State: FL ZIP: 33609

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: as of December 14, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
74/590,295      74/590,289      74/590,286

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
1,827,817      1,827,666      1,817,070

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Michael S. Shore, Legal Assistant  
Internal Address: Patterson, Belknap, Webb & Tyler LLP

Street Address: 1133 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
16-0633

12/29/1998 JSHABAZZ 00000051 160633 74590295

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 125.00 CH

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Michael S. Shore                              Michael S. Shore                              December 14, 1998  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and documents: 7

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 14, 1998 by MAILIST ASSOCIATES ("Grantor") in favor of TIME CUSTOMER SERVICE, INC. (the "Secured Party").

### WITNESSETH:

WHEREAS, American Family Enterprises ("AFE") and the Secured Party have entered into that certain Agreement dated as of December 14, 1998 (as amended or otherwise modified from time to time, the "Deferral Agreement"), providing for the deferral of certain indebtedness of AFE owing to the Secured Party;

WHEREAS, Grantor and certain other parties have executed that certain Guaranty (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") dated as of December 14, 1998 in favor of the Secured Party; and

WHEREAS, the Secured Party has required, as a condition to entering into the Deferral Agreement and agreeing to defer such indebtedness of AFE owing to the Secured Party, that Grantor enter into this Trademark Security Agreement and grant to the Secured Party a security interest in and to the Trademark Collateral (as defined herein).

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged and in order to induce the Secured Party to agree to defer such indebtedness of AFE owing to the Secured Party under the Deferral Agreement, Grantor hereby agrees with the Secured Party as follows:

1. DEFINED TERMS All capitalized terms used but not otherwise defined herein have the meanings given to them in the Deferral Agreement

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a. all of its registered U.S. trademarks and trademark applications, including, without limitation, those referred to on Schedule I hereto, and all of the goodwill of the business associated with those marks;

b. all trademark licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

c. all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark, trademark application or any trademark licensed under any trademark license; and

d. all products and proceeds of any or all of the foregoing.

3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, pursuant to that certain Security Agreement made and entered into by Grantor and certain other parties in favor of the Secured Party (the "**Security Agreement**"). Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein. Without limiting the generality of the foregoing, the Secured Party acknowledges that it shall not be entitled to exercise the remedies set forth in Section 5 of the Security Agreement unless at any time the Deferred Amount becomes due and payable in accordance with the Deferral Agreement, whether at or prior to its maturity, and it is not paid by AFE.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAILIST ASSOCIATES

By: Susan Caughman  
Name: Susan Caughman  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

TIME CUSTOMER SERVICE, INC.

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

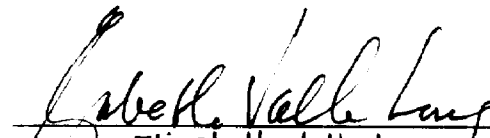
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAILIST ASSOCIATES

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

ACCEPTED AND ACKNOWLEDGED BY:

TIME CUSTOMER SERVICE, INC

By:   
Name: Elizabeth Valk Long  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY )  
                                  )       ss.  
COUNTY OF HUDSON    )

On this 11 day of December, 1998, before me personally appeared  
SUSAN CAUGHMAN, proved to me on the basis of satisfactory evidence to be the person  
who executed the foregoing instrument on behalf of MAILIST ASSOCIATES, who being by me  
duly sworn did depose and say that he is an authorized officer of Mailist Associates, that the said  
instrument by authority duly given was signed on behalf of said partnership and that he  
acknowledged said instrument to be the free act and deed of said partnership

*Pamela A. Eagan*  
Notary Public

**PAMELA A. EAGAN**  
Notary Public of New Jersey  
My Commission Expires July 20, 2003



SCHEDULE I  
to  
BORROWER TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>Date of Reg.</u>
AFP AMERICAN FAMILY PUBLISHERS & Design	1,827,817	March 22, 1994
AMERICAN FAMILY	1,827,666	March 22, 1994
AFP AMERICAN FAMILY PUBLISHERS & Design	1,817,070	January 18, 1994

TRADEMARK APPLICATION

<u>Mark</u>	<u>Application No.</u>	<u>Date Filed</u>
AMERICAN FAMILY PUBLISHERS	74/590,295	October 25, 1994
AMERICAN FAMILY	74/590,289	October 25, 1994
AFP AMERICAN FAMILY PUBLISHERS & Design	74/590,286	October 25, 1994

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