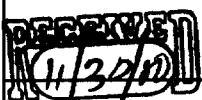


MRD
11/30/00

12-01-2000



T3095-052



TRADEMARK... 101534672 ... COVER SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

American Family Enterprises, LLC
A Limited Liability Company of Delaware
10 Exchange Place
Jersey City, NJ 07302

Additional names(s) of conveying party(ies) attached? Yes

2. Name and Address of receiving party(ies):

Time Inc.
A Delaware Corporation
1271 Avenue of the Americas
New York, New York 10020

If assignee is not domiciled in the United States, a
domestic representative designation is attached: NO

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? NO

3. Nature of conveyance:

Trademark Security Agreement

Execution Date: November 1, 2000

4. A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,827,817

Additional numbers attached? See Schedule 1

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

Evelyn M. Sommer, Esq.
PATTERSON, BELKNAP, WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036-6710
Attn: IP Department

6. Total number of documents involved:

7.

Total fee (37 CFR 3.41): \$140.00

Enclosed as part of Check No. 102873

In the event the actual fee is greater than the payment
submitted or is inadvertently not enclosed or if any
additional fee due is not paid, the Patent and
Trademark Office is authorized to charge the
underpayment to Deposit Account No. 16-6330.

DO NOT USE THIS SPACE

8. 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.

Evelyn M. Sommer

Name of Person Signing

Signature

November 29, 2000

Date

Total number of pages including cover sheet, attachments, and document:

12/01/2000 DNGUYEN 00000033 1827817

01 FC:481
02 FC:482

40.00 OP
100.00 OP

TRADEMARK
REEL: 002184 FRAME: 0433

SCHEDULE I
to
BORROWER TRADEMARK SECURITY AGREEMENT

<u>TRADEMARKS</u>		
<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
AFP AMERICAN FAMILY PUBLISHERS & Design	2,283,452	October 5, 1999
AMERICAN FAMILY	2,296,240	November 30, 1999
AMERICAN FAMILY PUBLISHERS	2,279,569	September 21, 1999

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2000 by AMERICAN FAMILY ENTERPRISES, LLC ("Grantor") in favor of TIME INC. (the "Secured Party").

WITNESSETH:

WHEREAS, Grantor and the Secured Party, along with Magazine Associates Ventures, LLC (f/k/a Magazine Associates), Mailist Associates, LLC (f/k/a Mailist Associates) and Merchandise Associates, LLC (f/k/a Merchandise Associates), are parties to that certain Revolving Credit and Guaranty Agreement dated as of November 3, 1999 (as amended or otherwise modified from time to time, the "Credit Agreement"), providing for the extension of credit by the Secured Party to Grantor; and

WHEREAS, the Credit Agreement requires 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, 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 Credit 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, any 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

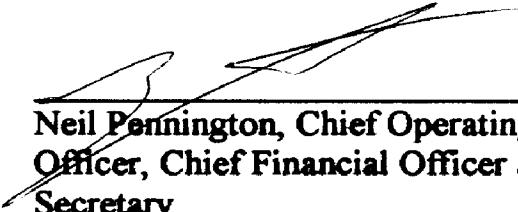
security interests granted to the Secured Party pursuant to that certain Security Agreement made and entered into by Grantor and certain other parties in favor of the Secured Party (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with 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 except upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement).

[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.

AMERICAN FAMILY ENTERPRISES, LLC

By:



Neil Pennington, Chief Operating
Officer, Chief Financial Officer and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TIME INC.

By:



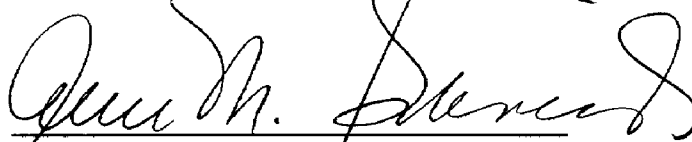
Richard J. Friedman, Vice President

10/31/2000 12:18 PM/360026_5.DOC

ACKNOWLEDGMENT OF GRANTOR

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

On this 18th day of November, 2000, before me personally appeared Neil Pennington proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AMERICAN FAMILY ENTERPRISES, LLC, who being by me duly sworn did depose and say that he is an authorized officer of American Family Enterprises, LLC, that the said instrument by authority duly given was signed on behalf of said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

ANN M. SCHNEIDER
Commission Expires 7/26/2001
NOTARY PUBLIC OF NEW JERSEY

SCHEDULE I
to
BORROWER TRADEMARK SECURITY AGREEMENT

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