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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

REC

TRADEMARK 102354121

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Fleet National Bank, as Administrative Agent

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination & Release of Security Interest in Marks

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Weider Publications, Inc.Internal Weider Interactive Networks, Inc.
Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- ☐ 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

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

A. Trademark Application No.(s) 76/065912
75/908799 75/909315

B. Trademark Registration No.(s) 2,118,470
2,493,865 1,994,180

Additional number(s) attached ☒ Yes ☐ No

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

Name: Jason H. Silvera, Esq.Internal Address: Latham & Watkins

Street Address: 633 West 5th Street
Suite 4000

City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved: _____

97

7. Total fee (37 CFR 3.41).....\$ 2440.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Cathleen M. Calkins

Name of Person Signing

Calkins

Signature

1/24/2003

Date

Total number of pages including cover sheet, attachments, and document: 8

01/31/2003 ECOOPER 00000117 76065912

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:0521
 02 FC:0522

40.00 DP
 2400.00 DP

TRADEMARK
 REEL: 002658 FRAME: 0582

Additional Trademark Registrations/Applications
(Re: Fleet National Bank/Weider Publications, Inc.)

2.465.029	75/747442	76/379718
2.553.015	76/363114	76/379155
1.340.659	76/394759	76/379160
2.186.743	76/394757	76/358478
2.162.235	76/394758	76/358479
2.433.879	76/394760	76/194791
2.465.029	76/394756	76/198600
2.285.899	76/272579	76/198601
2.472.316	76/272580	76/198602
2.109.655	75/923079	76/363123
2.186.744	75/747439	76/265048
2.053.774	78/131924	76/363112
2.105.850	76/272576	76/358799
2.291.337	76/272577	76/358875
1.519.426	75/807939	76/358876
1.956.592	76/363124	75/231067
2.197.109	76/379152	75/425509
1.240.271	76/381534	76/363122
2.254.062	76/381535	76/363121
1.739.267	76/381533	76/363111
1.983.132	76/381510	76/369132
1.790.311	76/379150	75/492547
2.429.023	76/272581	75/492538
1.495.154	76/272582	75/942667
1.525.562	76/379509	75/492546
2.189.909	76/379508	75/397970
1.153.429	76/379506	75/942666
1.498.564	76/379154	76/272578
2.134.850	76/379156	76/363113
2.189.911	76/379151	76/358480
	76/358481	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 23rd day of January, 2003 (the "Release Date") by Fleet National Bank, as Administrative Agent for the lenders from time to time party to the Credit Agreement described below ("Secured Party"), for the benefit of Weider Publications, Inc., a Delaware corporation, and Weider Interactive Networks, Inc. (f/k/a Weider New Media, Inc.), a Delaware corporation (each, a "Debtor", and collectively, "Debtors").

WHEREAS, Debtors have entered into a Credit Agreement dated as of August 31, 2001 with Secured Party, the guarantors party thereto, and the lenders from time to time party thereto (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the Lender Obligations, Debtors entered into an Intellectual Property Security Agreement, dated as of August 31, 2001 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which Debtors granted to the Secured Party security interests and liens in and to certain assets of the Debtors, including but not limited to all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("USPTO") notices of security interests in the Trademarks; and

WHEREAS, Debtors have paid all outstanding amounts currently owing under the Credit Agreement and the security agreements and other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by Debtors under the IP Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Debtors with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtors may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Debtors and the cost and expense of such documents and actions shall be borne solely by Debtors.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

FLEET NATIONAL BANK

By: 

Name: Andre J. Paquette

Title: Vice President

COMMONWEALTH OF
MASSACHUSETTS)
COUNTY OF SUFFOLK)

ss.

On this 23 day of January, 2003, before me personally appeared Andre J. Paquette, to me known, who, being by me duly sworn, declared that he is a Vice President of Fleet National Bank, the national banking association described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

Carole A. Doyle
Notary Public
Commission expires 12/27/06

EXHIBIT A**REGISTERED TRADEMARKS**

Mark	Serial No. Registration No.	Registration Date
FIT FOR LIFE RESPONSE PAK	2,493,865	10/02/01
FIT PREGNANCY	1,994,180	08/13/96
FIT PREGNANCY	2,118,470	09/08/98
FIT-X	2,465,029	07/03/01
FIT-X	2,553,015	03/26/02
FLEX	1,340,659	06/11/85
FLEX	2,186,743	09/01/98
FOR GIRLS WHO DARE TO BE REAL	2,162,235	06/02/98
H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	2,433,879	03/06/01
HARD BODY RESPONSE PAK	2,465,029	07/03/01
HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEMS	2,285,899	10/12/99
HERS	2,472,316	07/24/01
JUMP	2,109,655	10/28/97
JUMP	2,186,744	09/01/98
LIVING FIT	2,053,774	04/22/97
LIVING FIT	2,105,850	10/14/97
LIVING FIT	2,291,337	11/09/99
MEN'S FITNESS	1,519,426	01/03/89
MEN'S FITNESS	1,956,592	02/13/96
MEN'S FITNESS	2,197,109	10/20/98
MUSCLE & FITNESS	1,240,271	05/31/83
MUSCLE & FITNESS	2,254,062	06/15/99
NATURAL HEALTH	1,739,267	12/08/92
NATURAL HEALTH SHOPPER	1,983,132	06/25/96
NATURAL HEALTH THE GUIDE TO WELL BEING	1,790,311	08/31/93
PRIME HEALTH & FITNESS	2,429,023	02/20/01
SHAPE	1,495,154	07/05/88
SHAPE	1,525,562	02/21/89
SHAPE	2,189,909	09/15/98
SHAPE	1,153,429	05/05/81
SHAPE (Stylized letters)	1,498,564	08/02/88
SHAPE COOKS	2,134,850	02/03/98
SHAPE COOKS	2,189,911	09/15/98

TRADEMARK APPLICATIONS

Trademark	Serial No. Registration No.	Filing Date Registration Date
ACTIVE.LIFE.STYLE	76/065912	06/08/00
ARMED FORCES	75/908799	02/02/00
ARMED FORCES and design	75/909,315	02/03/00
FIT FOR LIFE RESPONSE PAK	75/747442	07/02/99
FIT PREGNANCY BRAND FRANCHISE ENCYCLOPEDIA	76/363114	01/25/00
FLEX MAGAZINE	76/394,759	04/08/02
FLEX MAGAZINE	76/394757	04/08/02
FLEX MAGAZINE	76/394758	04/08/02
FLEX MAGAZINE	76/394760	04/08/02
FLEX MAGAZINE	76/394756	04/08/02
FLEX-BATTLE OF THE BICEPS	76/272579	06/15/01
FLEX-BATTLE OF THE BICEPS	76/272580	06/15/01
GIFT-O-METER	75/923079	02/18/00
HARD BODY RESPONSE PAK	75/747439	07/02/99
ISHAPE	78/131924	05/29/02
JOE WEIDER'S BATTLE OF THE BICEPS	76/272576	06/15/01
JOE WEIDER'S BATTLE OF THE BICEPS	76/272577	06/15/01
JUMP ON CAMPUS	75/807939	09/27/99
MEN'S FITNESS BRAND FRANCHISE ENCYCLOPEDIA	76/363124	01/25/02
MUSCLE & FITNESS	76/379152	02/22/02
MUSCLE & FITNESS	76/381534	03/01/02
MUSCLE & FITNESS	76/381535	03/01/02
MUSCLE & FITNESS	76/381533	03/01/02
MUSCLE & FITNESS	76/381510	02/22/02
MUSCLE & FITNESS	76/379150	02/22/02
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76/272581	06/15/01
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76/272582	06/15/01
MUSCLE & FITNESS (Stylized)	76/379509	02/22/02
MUSCLE & FITNESS (Stylized)	76/379508	02/22/02
MUSCLE & FITNESS (Stylized)	76/379506	02/22/02
MUSCLE & FITNESS HERS	76/379154	02/22/02
MUSCLE & FITNESS HERS	76/379156	02/22/02
MUSCLE & FITNESS HERS	76/379151	02/22/02
MUSCLE & FITNESS HERS (Stylized)	76/379718	02/22/02
MUSCLE & FITNESS HERS (Stylized)	76/379155	02/22/02
MUSCLE & FITNESS HERS (Stylized)	76/379160	02/22/02
MUSCLE & FITNESS HOMEBODY	76/358478	01/14/02
MUSCLE & FITNESS HOMEBODY	76/358479	01/14/02
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/194791	01/10/01

MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198600	01/20/01
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198601	01/20/01
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198602	01/20/01
NATURAL HEALTH BRAND FRANCHISE ENCYCLOPEDIA	76/363123	01/25/02
NATURAL HEALTH NEWS	76/265048	06/01/01
OPTIMIZE	76/363112	01/25/02
OPTIMIZE FITNESS SYSTEMS	76/358799	01/14/02
OPTIMIZE PERSONAL FITNESS SYSTEM	76/358875	01/14/02
OPTIMIZE PERSONAL WEIGHT MANAGEMENT SYSTEMS	76/358876	01/14/02
PRIME HEALTH & FITNESS	75/231067	01/24/97
REAL GIRL SIGHTINGS	75/425509	01/29/98
SHAPE	76/363122	01/25/02
SHAPE (Stylized)	76/363121	01/25/02
SHAPE BRAND FRANCHISE ENCYCLOPEDIA	76/363111	01/25/02
SHAPE ESCAPE	76/369132	02/07/02
SHAPE'S ESSENTIAL GUIDE TO ADVENTURE TRAVEL	75/492547	05/28/98
SHAPE'S ESSENTIAL GUIDE TO BEAUTY	75/492538	05/23/98
SHAPE'S ESSENTIAL GUIDE TO FALL	75/942667	03/13/00
SHAPE'S ESSENTIAL GUIDE TO GEAR	75/492546	05/23/98
SHAPE'S ESSENTIAL GUIDE TO SUMMER	75/397970	12/01/97
SHAPE'S ESSENTIAL GUIDE TO WINTER	75/942666	03/13/00
SHAPE'S FIT FOR ADVENTURE	76/272578	06/15/01
WEIDER BRAND FRANCHISE ENCYCLOPEDIA	76/363113	01/25/02
WEIDER'S HOMEBODY	76/358480	01/14/02
WEIDER'S HOMEBODY	76/358481	01/14/02

LIBC/1660844.2

LIBC/1660844.3