

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Men's Journal LLC		10/02/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78755056	LIVE THE ADVENTUROUS LIFE
Registration Number:	2859028	LIVE THE INTERESTING LIFE
Registration Number:	2165985	MEN'S JOURNAL
Registration Number:	2165986	MEN'S JOURNAL
Registration Number:	2122541	MEN'S JOURNAL
Registration Number:	2989068	MEN'S JOURNAL
Registration Number:	2665647	MEN'S JOURNAL ADVENTURE TEAM
Registration Number:	2578226	MEN'S JOURNAL HEROES
Registration Number:	2600881	MENSJOURNAL
Registration Number:	2619152	MIND & BODY
Registration Number:	2545463	WILD LIVES

CORRESPONDENCE DATA

Fax Number: (212)455-2502

900097977

**TRADEMARK
 REEL: 003708 FRAME: 0683**

OP \$290.00 78755056

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	509265/1245
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/31/2008

Total Attachments: 4
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 2, 2006, is made by Men's Journal LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the Lenders (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of October 2, 2006, among Wenner Media LLC (the "Borrower"), the Agent, and the banks and other financial institutions and entities from time to time parties thereto (the "Lenders") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of October 2, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

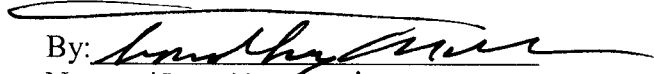
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEN'S JOURNAL LLC

By: 
Name: *Timothy Walsh*
Title: *Vice President*

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration/Application Number
LIVE THE ADVENTUROUS LIFE	78/755,056
LIVE THE INTERESTING LIFE	2,859,028
MEN'S JOURNAL	2,165,985
MEN'S JOURNAL	2,165,986
MEN'S JOURNAL	2,122,541
MEN'S JOURNAL	2,989,068
MEN'S JOURNAL ADVENTURE TEAM (and design)	2,665,647
MEN'S JOURNAL HEROES	2,578,226
MEN'S JOURNAL	2,600,881
MIND & BODY	2,619,152
WILD LIVES	2,545,463