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
Reiman Media Group, Inc.		08/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	2221084	_ _ _ _ _ COWLENDAR
Registration Number:	2153362	____PIG CALENDAR YOU NEVER SAUSAGE A CALENDAR
Registration Number:	2889894	BACKYARD LIVING
Registration Number:	2086668	BARNS CALENDAR
Registration Number:	2103247	BIRDS & BLOOMS
Registration Number:	1964726	BIRDS & BLOOMS
Registration Number:	2439147	BIRDS & BLOOMS
Registration Number:	2377842	BIRDS & BLOOMS
Registration Number:	2848864	BIRDS & BLOOMS
Registration Number:	2889895	BIRDS & BLOOMS' BACKYARD LIVING
Registration Number:	3004727	CELEBRATING FOOD AND FUN
Registration Number:	2960298	CELEBRATING FOOD AND FUN... TASTE OF HOME PARTIES
Registration Number:	3199934	CONTEST WINNING ANNUAL RECIPES ----
Serial Number:	77685496	COOKING CARING SHARING

OP $1365.00 2221084

Serial Number:	77685499	COOKS WHO CARE
Registration Number:	2090269	COUNTRY CHURCHES
Registration Number:	2270614	COUNTRY WOMAN
Registration Number:	1798663	COWLENDAR
Registration Number:	2824052	CRATE O'RECIPES
Registration Number:	3050521	EVERY DAY IS SPECIAL
Registration Number:	1198664	FARM & RANCH LIVING
Registration Number:	3376119	FARM & RANCH LIVING
Registration Number:	2017018	LITTLE FARMERS
Registration Number:	1712877	MAXI-MIX
Registration Number:	3203151	PRIZE WINNING RECIPES
Registration Number:	1747772	REMINISCE
Registration Number:	1938857	REMINISCE BOOKS
Registration Number:	2002133	TASTE OF HOME
Registration Number:	2113908	TASTE OF HOME
Registration Number:	2955195	TASTE OF HOME
Registration Number:	2778292	TASTE OF HOME
Registration Number:	2843721	TASTE OF HOME
Serial Number:	77081140	TASTE OF HOME
Registration Number:	3603640	TASTE OF HOME
Registration Number:	2166005	TASTE OF HOME
Registration Number:	2791201	TASTE OF HOME MINUTE
Registration Number:	2960297	TASTE OF HOME PARTIES
Registration Number:	2960299	TASTE OF HOME PARTIES
Serial Number:	77131533	TASTE OF HOME COMFORT FOOD DIET
Registration Number:	2783120	TASTE OF HOME'S
Registration Number:	3174392	TASTE OF HOME'S
Serial Number:	77081146	TASTE OF HOME'S
Registration Number:	3383071	TASTE OF HOME'S CONTEST WINNING ANNUAL RECIPES -- --
Registration Number:	2902824	TASTE OF HOME'S COOKING EXPO
Registration Number:	2979302	TASTE OF HOME'S COOKING FOR 2
Registration Number:	2786887	TASTE OF HOME'S LIGHT & TASTY
Registration Number:	3162751	TASTE OF HOME'S PRIZE WINNING RECIPES
Registration Number:	2721370	TASTE OF HOME QUICK COOKING

Registration Number:	3636837	TASTE OF HOME SIMPLE & DELICIOUS
Registration Number:	2461721	THE GENERAL STORE THAT FITS IN YOUR COMPUTER
Registration Number:	2203245	THE MAGNIFICENT HORSE
Registration Number:	3493315	TIMELESS RECIPES FROM TRUSTED HOME COOKS
Registration Number:	1577791	TOMATO BOOSTER
Registration Number:	2248663	WORLD WIDE COUNTRY TOURS

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1219
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	09/25/2009

Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 26, 2009 is made by (i) Reiman Media Group, Inc., a Delaware corporation, located at 5400 South 60th Street, Greendale, Wisconsin 53129 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A, a national banking association located at 1111 Fannin, 10th Floor Houston, Texas 77002, Attention: Alice Telles, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit and Guarantee Agreement, dated as of August 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RDA Holding Co., The Reader's Digest Association, Inc., each of the direct and indirect domestic Subsidiaries signatory thereto, the Lenders, and JPMorgan Chase Bank, N.A. as Administrative Agent and (ii) the other Secured Parties (as defined in the Security Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of August 26, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; 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 extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, 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 Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"); provided, however, that this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is (i) prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Requirement of Law or the terms in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, or (ii) the grant of a security interest would result in the

invalidity, unenforceability, voiding or cancellation of any Collateral (including, without limitation, any Trademark application filed on an intent to use basis).

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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. 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 Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REIMAN MEDIA GROUP, INC.

By: _____

Name: Thomas Williams

Title: Vice President

Date: 9/16/09

TRADEMARK
REEL: 004068 FRAME: 0590

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

By: _____
Name: Elizabeth A. Kelley
Title: Managing Director
Date: 9/22/09

TRADEMARK
REEL: 004068 FRAME: 0591

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss
COUNTY OF Westchester)

On the 16th day of September, 2009, before me personally came Thomas Williams, who is personally known to me to be the Vice President of Reiman Media Group, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Margaret M. Cassin

Notary Public

MARGARET M. CASSIN
Notary Public, State of New York
No. 6135794
Qualified in Westchester County
Commission Expires Oct. 24, 2009

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 22nd day of September, 2009, before me personally came Elizabeth A. Kelley, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the _____ in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

MARGARITA ORTIZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG #01OR6041062
MY COMM EXP MAY 1 2010

Margarita Ortiz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
_ _ _ _ COWLENDAR	2,221,084
_ _ _ _ PIG CALENDAR YOU NEVER SAUSAGE A CALENDAR	2,153,362
BACKYARD LIVING	2,889,894
BARNS CALENDAR	2,086,668
BIRDS & BLOOMS	2,103,247
BIRDS & BLOOMS	1,964,726
BIRDS & BLOOMS	2,439,147
BIRDS & BLOOMS	2,377,842
BIRDS & BLOOMS	2,848,864
BIRDS & BLOOMS' BACKYARD LIVING	2,889,895
CELEBRATING FOOD AND FUN	3,004,727
CELEBRATING FOOD AND FUN...TASTE OF HOME PARTIES AND DESIGN	2,960,298
CONTEST WINNING ANNUAL RECIPES - - - -	3,199,934
COOKING CARING SHARING	77/685,496
COOKS WHO CARE	77/685,499
COUNTRY CHURCHES	2,090,269
COUNTRY WOMAN	2,270,614
COWLENDAR	1,798,663
CRATE O'RECIPES	2,824,052
EVERY DAY IS SPECIAL	3,050,521
FARM & RANCH LIVING	1,198,664
FARM & RANCH LIVING	3,376,119
LITTLE FARMERS	2,017,018
MAXI-MIX	1,712,877
PRIZE WINNING RECIPES	3,203,151
REMINISCE	1,747,772

REMINISCE BOOKS	1,938,857
TASTE OF HOME	2,002,133
TASTE OF HOME	2,113,908
TASTE OF HOME	2,955,195
TASTE OF HOME	2,778,292
TASTE OF HOME	2,843,721
TASTE OF HOME	77/081,140
TASTE OF HOME	3,603,640
TASTE OF HOME AND DESIGN	2,166,005
TASTE OF HOME MINUTE	2,791,201
TASTE OF HOME PARTIES	2,960,297
TASTE OF HOME PARTIES AND DESIGN	2,960,299
TASTE OF HOME COMFORT FOOD DIET	77131533
TASTE OF HOME'S	2,783,120
TASTE OF HOME'S	3,174,392
TASTE OF HOME'S	77/081,146
TASTE OF HOME'S CONTEST WINNING ANNUAL RECIPES - - - -	3,383,071
TASTE OF HOME'S COOKING EXPO	2,902,824
TASTE OF HOME'S COOKING FOR 2	2,979,302
TASTE OF HOME'S LIGHT & TASTY	2,786,887
TASTE OF HOME'S PRIZE WINNING RECIPES	3,162,751
TASTE OF HOME'S QUICK COOKING	2,721,370
TASTE OF HOME'S SIMPLE AND DELICIOUS	3,636,837
THE GENERAL STORE THAT FITS IN YOUR COMPUTER	2,461,721
THE MAGNIFICENT HORSE	2,203,245
TIMELESS RECIPES FROM TRUSTED HOME COOKS	3,493,315

TOMATO BOOSTER	1,577,791
WORLD WIDE COUNTRY TOURS	2,248,663