

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE READERS DIGEST ASSOCIATION, INC.		10/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MEREDITH CORPORATION		
Street Address:	1716 LOCUST STREET		
City:	DES MOINES		
State/Country:	IOWA		
Postal Code:	50309		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3338502	TAKE A BITE OUTTA LIFE!	
CORRESPONDENCE DATA			
Fax Number:	(515)284-2776		
Phone:	515.284.2167		
Email:	becky.king@meredith.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Rebecca King		
Address Line 1:	1716 Locust Street		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	Rebecca J. King		
Signature:	/Rebecca J. King/		
Date:	11/10/2011		

CH \$40.00 3338502

Total Attachments: 5

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ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT

AGREEMENT made as of the 28th day of October, 2011 (this "Agreement") by The Readers Digest Association, Inc., a Delaware corporation ("Assignor"), to Meredith Corporation, an Iowa corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of the various registered and unregistered trademarks, service marks, copyrights, trade names, trade dress, logos, business and product names, slogans and internet domain names (including all completed or pending federal, state or foreign registrations, renewal or applications for registration or renewal of any of them) in connection with the Business listed on Schedules 1.1(b) and 1.1(e) of the Purchase Agreement, copies of which are annexed hereto and incorporated by reference (collectively the "Trademarks and Copyrights"); and

WHEREAS, each of the domain names listed in Schedule 1.1(e) has been registered with the applicable ICANN-accredited domain name registrar (collectively the "Registrars");

WHEREAS, pursuant to an Asset Purchase Agreement dated October 28, 2011 (the "Purchase Agreement"), Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignor's right, title and interest in and to the Trademarks and Copyrights;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks and Copyrights: Assignor hereby sells, transfers, conveys and assigns to the Assignee, its legal representatives, successors and assigns Assignor's entire right, title and interest in and to the Trademarks and Copyrights, together with the goodwill of the Business appurtenant thereto and symbolized by the Trademarks and Copyrights and the right to apply for registrations thereof.

2. Request for Authorization: Within ten days following the closing and upon forty-eight hours notice to Assignor, Assignee will submit requests for the transfer of the Domain Names to the applicable registrar for each domain name, and pursuant to the policies applicable thereto, each such registrar will send, via e-mail to the administrative contacts for each of the Domain Names, a request to authorize such transfer.

3. Authorization of Transfers: Within forty-eight hours after receipt by the applicable administrative contact for each domain name, Assignor shall or shall cause each such administrative contact to authorize the transfer of such domain name to Assignee in accordance with the applicable request from the applicable registrar. Assignee shall pay all fees, if any, associated with such domain name transfer requests.

4. Unlocking Domains: Within forty-eight hours of notification by Assignee

that a particular registrar has placed a lock on a Domain Name, Assignor agrees to request that such registrar remove such lock and promptly to notify Assignee when the applicable registrar has removed the lock. The date of notification from Assignor that such locks have been removed will serve as the closing date for those domains and Assignee and Assignor, thereafter, will follow the procedure for transfer set forth in paragraph 2 and 3 herein.

5. Assignor hereby irrevocably assigns to and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, all rights to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that it and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Trademarks and Copyrights, including the right to sue for infringement of the Trademarks and Copyrights, including past infringements, and to do all such acts and things in relation thereto as its successors, legal representatives or assigns shall deem desirable. The intent of this Agreement is to substitute the Assignee in the place of Assignor.

6. Successors and Assigns: This instrument is executed by, and shall be binding upon, Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

7. Additional Documents and Information: Assignor and Assignee agree to execute such papers and to perform such other proper acts as are reasonably necessary to record the assignment made by this Agreement. Assignor, from time to time after the Closing, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Trademarks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of the Purchase Agreement.

8. Purchase Agreement Governs: This Agreement is subject in all events to the terms and conditions of the Purchase Agreement and in the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

9. Choice of Law: Any claims and causes of action arising with respect to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

Exhibit I

Intellectual Property Collateral

US Trademarks - Every day With Rachael Ray

<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG NO.</u>	<u>REEL/FAME</u>	<u>RECORDED</u>	<u>OWNER</u>
Take a Bite Outta Life!	November 20, 2007	3338502	4183/0583	04/09/2010	Reader's Digest Association, Inc.

US Copyrights - Every day With Rachael Ray

<u>VOLUME</u>	<u>NO</u>	<u>ISSUE DATE</u>	<u>REG DATE</u>	<u>REG NO</u>	<u>OWNER</u>
1	1	Nov / Dec 2005	10/04/2006	TX 6-442-828	Reader's Digest Association, Inc.
1	2	Feb / March 2006	01/08/2007	TX 6-646-387	Reader's Digest Association, Inc.
1	3	April / May 2006	01/08/2007	TX 6-646-387	Reader's Digest Association, Inc.
1	4	June / July 2006	01/08/2008	TX 6-664-539	Reader's Digest Association, Inc.
1	5	Aug / Sept 2006	10/10/2006	TX 6-426-137	Reader's Digest Association, Inc.
1	6	October 2006	10/10/2006	TX 6-426-137	Reader's Digest Association, Inc.
1	7	November 2006	04/02/2007	TX 6-554-067	Reader's Digest Association, Inc.
2	8	Dec 2006 / Jan 2007	04/02/2007	TX 6-554-067	Reader's Digest Association, Inc.
2	9	Feb 2007	04/02/2007	TX 6-553-712	Reader's Digest Association, Inc.
2	10	March 2007	04/02/2007	TX 6-553-712	Reader's Digest Association, Inc.
2	11	April 2007	04/02/2007	TX 6-553-712	Reader's Digest Association, Inc.
2	12	May 2007	07/30/2007	TX 6-628-135	Reader's Digest Association, Inc.
2	13	June / July 2007	07/30/2007	TX 6-628-135	Reader's Digest Association, Inc.
2	14	August 2007	07/30/2007	TX 6-628-135	Reader's Digest Association, Inc.
2	15	September 2007	04/09/2008	TX 6-677-440	Reader's Digest Association, Inc.
2	16	October 2007	04/09/2008	TX 6-677-440	Reader's Digest Association, Inc.
2	17	November 2007	04/09/2008	TX 6-677-440	Reader's Digest Association, Inc.
3	21	April 2008	07/31/2008	TX 6-659-537	Reader's Digest Association, Inc.
3	22	May 2008	07/31/2008	TX 6-659-537	Reader's Digest Association, Inc.
3	23	June / July 2008	07/31/2008	TX 6-659-537	Reader's Digest Association, Inc.
3	24	August 2008		Pending	
3	25	September 2008		Pending	
3	26	October 2008		Pending	
3	27	November 2008		Pending	
3	28	Dec 2008 / Jan 2009		Pending	