

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
Rodale Inc.		05/22/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	1 Fountain Plaza
Internal Address:	3rd Floor
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3433613	A CONVERSATION WITH
Registration Number:	3464791	ACTION FIGURES
Registration Number:	3501219	ACTION FIGURES
Registration Number:	3494228	ARE YOU GAME?
Registration Number:	3554151	ARE YOU GAME?
Serial Number:	77367558	BITCHIN' KITCHEN
Serial Number:	77367574	BITCHIN' KITCHEN
Registration Number:	3501220	CHEF CHALLENGE
Registration Number:	3438617	CHEF CHALLENGE!
Registration Number:	3490801	EXPRESS CHECKOUT
Registration Number:	3421010	I SAW IT FIRST!
Registration Number:	3467741	I SAW IT FIRST!
Registration Number:	3510274	INFOCUS

OP \$790.00 3433613

Registration Number:	3449202	IT'S GOOD TO BE YOU
Registration Number:	3501222	IT'S GOOD TO BE YOU
Registration Number:	3451624	MALE BRAIN EXPLAINED
Serial Number:	85543434	RUN 10 FEED 10
Serial Number:	85236580	SLIM CALM SEXY
Registration Number:	3433614	STUFF I LOVE
Registration Number:	3438616	THE AVERAGE WOMAN
Serial Number:	85454536	WOMEN'S HEALTH
Registration Number:	3410559	WOMEN'S HEALTH
Registration Number:	3064598	WOMEN'S HEALTH
Registration Number:	1693746	WOMEN'S HEALTH
Registration Number:	3802497	WOMEN'S HEALTH
Registration Number:	4012894	WOMEN'S HEALTH
Registration Number:	3064599	WOMEN'S HEALTH
Registration Number:	3438615	YOU CAN DO THIS
Registration Number:	3495316	YOU CAN DO THIS
Registration Number:	3416446	YOU LOSE YOU GAIN
Registration Number:	3480456	YOU LOSE, YOU GAIN

CORRESPONDENCE DATA

Fax Number: 2028428465
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-842-8800
Email: dctrademarks@dbr.com
Correspondent Name: Amy E. Carroll
Address Line 1: 1500 K Street, N.W.,
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-469191
NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	06/18/2012

Total Attachments: 4

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TRADEMARK

REEL: 004803 FRAME: 0365

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

THIS INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this "Agreement") is made by and among MANUFACTURERS AND TRADERS TRUST COMPANY, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, the "Agent"), RODALE INC., a Pennsylvania corporation ("Borrower" and "Grantor"), and together with its successors and assigns, and each other Additional Grantor (as that term is defined in the Security Agreement defined below) and their successors and assigns, collectively, "Grantors").

WHEREAS, Grantors own all right, title and interest in and to certain patents, trademarks, copyrights and trade names, in all cases related to Women's Health, including those listed on the annexed Schedule A (collectively, the "Intellectual Property");

WHEREAS, Borrower, the Agent, the Lenders (as that term is defined in the Credit Agreement defined below) and certain other parties entered into that certain Credit Agreement dated June 23, 2011 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, including by way of an amendment dated as of the date hereof, the "Credit Agreement"), pursuant to which the Lenders agreed to extend credit to Borrower on the terms and conditions described therein;

WHEREAS, Grantors are obligated to the Agent pursuant to the Security Agreement dated June 23, 2011 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, , including by way of an amendment dated as of the date hereof, the "Security Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors granted to the Agent a security interest in all right, title and interest of Grantors in and to, among other things, the Intellectual Property related to Women's Health, including the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Intellectual Property and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Credit Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Intellectual Property Collateral Agreement is duly executed on this 22nd day of May, 2012.

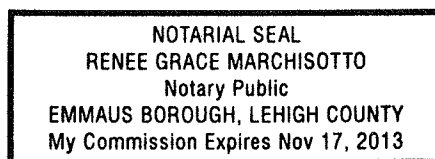
RODALE INC.

By: 
Name: Thomas A. Pogash
Title: Executive Vice President & Chief Financial Officer

NOTARY PUBLIC CERTIFICATE

On this 22nd day of May, 2012, Thomas A. Pogash who is personally known to me appeared before me in his/her capacity as the Executive Vice President & Chief Financial Officer of RODALE INC., ("Grantor"), and executed on behalf of Grantor the Intellectual Property Collateral Agreement in favor of Manufacturers and Traders Trust Company, as Agent, to which this Certificate is attached.


Renee Grace Marchisotto, Notary Public



[Signature Page to Intellectual Property Agreement - Trademarks]

SCHEDULE A

PATENTS AND TRADEMARKS

PATENTS: NONE

UNITED STATES PATENT AND TRADEMARK OFFICE TRADEMARK
REGISTRATIONS AND APPLICATIONS:

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Class
United States	A CONVERSATION WITH	77/367,783	1/9/2008	3,433,613	5/20/2008	Registered	16
United States	ACTION FIGURES	77/367,684	1/9/2008	3,464,791	7/8/2008	Registered	16
United States	ACTION FIGURES	77/367,698	1/9/2008	3,501,219	9/16/2008	Registered	41
United States	ARE YOU GAME?	77/153,820	4/11/2007	3,494,228	8/26/2008	Registered	16
United States	ARE YOU GAME?	77/975,592	4/11/2007	3,554,151	12/30/2008	Registered	41
United States	BITCHIN' KITCHEN	77/367,558	1/9/2008			Pending	16
United States	BITCHIN' KITCHEN	77/367,574	1/9/2008			Pending	44
United States	CHEF CHALLENGE	77/367,834	1/9/2008	3,501,220	9/16/2008	Registered	44
United States	CHEF CHALLENGE!	77/367,823	1/9/2008	3,438,617	5/27/2008	Registered	16
United States	EXPRESS CHECKOUT	77/367,779	1/9/2008	3,490,801	8/19/2008	Registered	16
United States	I SAW IT FIRST!	77/367,622	1/9/2008	3,421,010	4/29/2008	Registered	16
United States	I SAW IT FIRST!	77/367,647	1/9/2008	3,467,741	7/15/2008	Registered	44
United States	INFOCUS	77/367,755	1/9/2008	3,510,274	9/30/2008	Registered	16
United States	IT'S GOOD TO BE YOU	77/317,021	10/30/2007	3,449,202	6/17/2008	Registered	16
United States	IT'S GOOD TO BE YOU	77/368,517	1/10/2008	3,501,222	9/16/2008	Registered	41, 42, 44
United States	MALE BRAIN EXPLAINED	77/367,771	1/9/2008	3,451,624	6/17/2008	Registered	16

United States	Run 10 Feed 10	85/543,434	2/15/2012			Pending	36,41
United States	SLIM CALM SEXY	85/236,580	2/8/2011			Published	16
United States	STUFF I LOVE	77/367,808	1/9/2008	3,433,614	5/20/2008	Registered	16
United States	THE AVERAGE WOMAN	77/367,796	1/9/2008	3,438,616	5/27/2008	Registered	16
United States	WOMEN'S HEALTH	85/454,536	10/24/2011			Published	09
United States	WOMEN'S HEALTH	78/738,975	10/24/2005	3,410,559	4/8/2008	Registered	09
United States	WOMEN'S HEALTH	78/421,038	5/18/2004	3,064,598	2/28/2006	Registered	16
United States	WOMEN'S HEALTH	74/147,693	3/14/1991	1,693,746	6/9/1992	Registered	16
United States	WOMEN'S HEALTH	77/844,356	10/8/2009	3,802,497	6/15/2010	Registered	16
United States	WOMEN'S HEALTH	77/746,849	5/28/2009	4,012,894	8/16/2011	Registered	28
United States	WOMEN'S HEALTH	78/421,041	5/18/2004	3,064,599	2/28/2006	Registered	41
United States	YOU CAN DO THIS	77/367,719	1/9/2008	3,438,615	5/27/2008	Registered	16
United States	YOU CAN DO THIS	77/367,745	1/9/2008	3,495,316	9/2/2008	Registered	41
United States	YOU LOSE YOU GAIN	77/367,594	1/9/2008	3,416,446	4/22/2008	Registered	16
United States	YOU LOSE, YOU GAIN	77/367,609	1/9/2008	3,480,456	8/5/2008	Registered	44