

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
Disney Enterprises, Inc.		01/20/2012	CORPORATION:

**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: 3**

Property Type	Number	Word Mark
Registration Number:	3127534	FAMILY FUN 123
Registration Number:	3279398	FAMILYFUN
Registration Number:	2194964	FAMILYFUN

**CORRESPONDENCE DATA**

Fax Number: 5152842776  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 515.284.2167  
 Email: becky.king@meredith.com  
 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/

CH \$90.00 3127534

Date:

06/27/2012

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 20th day of January, 2012 (this "Agreement"), by Disney Enterprises, 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, pursuant to an Asset Purchase Agreement dated December 23, 2011, between Assignor's subsidiary Buena Vista Magazines, Inc., and Assignee (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 Assets, as defined therein; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to certain trademarks included in the Assets described on Schedule A attached hereto (the "Registered Trademarks")

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 Registered Trademarks: 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 Registered Trademarks, together with all the goodwill associated therewith and symbolized by the Registered Trademarks and the right to apply for registrations thereof.
2. Rights Included with Assignment: 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 Registered Trademarks, including the right to sue for infringement of the Registered Trademarks, 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.
3. 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.
4. 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 Registered 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.


5. Purchase Agreement Governs: Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. 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.


7. Counterpart Signatures: This Agreement may be signed in counterparts, none of which shall be deemed to be binding and effective unless and until this Agreement has been effectively signed and delivered on behalf of each of Assignor and Assignee. A facsimile signature shall be accepted as an original signature for all purposes in connection with the execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**MEREDITH CORPORATION**

By:   
Name: John S. Zieser  
Title: Chief Development Officer

**DISNEY ENTERPRISES, INC.**

By:   
Name: Matthew L. McGinnis  
Title: Vice President

**SCHEDULE A**  
**REGISTERED TRADEMARKS**

**SCHEDULE A**

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**TRADEMARK**  
**REEL: 004809 FRAME: 0746**

Country	Trademark	Appln. No.	File Date	Reg. No.	Reg. Date	Class	Status
Chile	FAMILY FUN			771.657	17-Apr-1996	16	Registered
Chile	FAMILY FUN in Spanish (ENTRETENCION FAMILIAR)			771.656	09-Apr-1996	16	Registered
Italy	FAMILY FUN	MI2005C000977	28-Jan-2005	0001429417	22-Jul-2008	16, 43	Registered
Italy	FAMILY FUN	MI2005C012534	28-Nov-2005	0001141834	23-Sep-2008	03, 09, 14, 18, 20, 21, 22, 24, 25, 26, 28, 29, 30, 32	Registered
Mexico	FAMILY FUN	735465	23-Aug-2005	959564	30-Oct-2006	9	Registered
Mexico	FAMILY FUN	737327	01-Sep-2005	957497	13-Oct-2006	16	Registered
United States of America	FAMILY FUN 123	78253415	22-May-2003	3127534	08-Aug-2006	16	Registered
United States of America	FAMILY FUN	78623916	05-May-2005	3279398	14-Aug-2007	39, 41, 43	Registered
United States of America	FAMILY FUN	75268180	03-Apr-1997	2194864	13-Oct-1998	16	Registered

SCHEDULE A