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
Weider Publications, LLC		10/30/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 S. Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-1544
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	74620491	FIT PREGNANCY
Serial Number:	75230627	FIT PREGNANCY
Serial Number:	85236831	FITPREGNANCY
Serial Number:	73473476	FLEX
Serial Number:	75231063	FLEX
Serial Number:	74664965	MEN'S FITNESS
Serial Number:	73679354	MEN'S FITNESS
Serial Number:	75230631	MEN'S FITNESS
Serial Number:	78240004	MEN'S FITNESS' FITTEST CITIES
Serial Number:	76379152	MUSCLE & FITNESS
Serial Number:	75231064	MUSCLE & FITNESS
Serial Number:	76461984	MUSCLE & FITNESS
Serial Number:	76381533	MUSCLE & FITNESS

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Serial Number:	76379510	MUSCLE & FITNESS
Serial Number:	76379150	MUSCLE & FITNESS
Serial Number:	76379509	MUSCLE & FITNESS
Serial Number:	76379508	MUSCLE & FITNESS
Serial Number:	76379154	MUSCLE & FITNESS HERS
Serial Number:	76379156	MUSCLE & FITNESS HERS
Serial Number:	75424593	NATURAL HEALTH
Serial Number:	85124074	NATURAL HEALTH
Serial Number:	75230630	SHAPE
Serial Number:	73292633	SHAPE
Serial Number:	73490231	SHAPE
Serial Number:	73440747	SHAPE
Serial Number:	76475872	SHAPE
Serial Number:	77365333	SHAPE PILATES FOR PINK
Serial Number:	77367844	SHAPE PILATES FOR PINK
Serial Number:	75492541	H.U.G.E. HARDGAINERS ULTIMATE GROWTH ENH
Serial Number:	75209144	HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT
Serial Number:	75827278	HERS
Serial Number:	85042777	SHAPE
Serial Number:	85236585	FIT PREGNANCY
Serial Number:	85841222	JACKED IN A BOX
Serial Number:	85236428	MEN'S FITNESS
Serial Number:	85915558	MEN'S FITNESS
Serial Number:	85236589	MUSCLE & FITNESS
Serial Number:	85320082	MUSCLE & FITNESS
Serial Number:	85450819	SHAPE
Serial Number:	85916218	THE NEW MEASURE OF SUCCESS

CORRESPONDENCE DATA

Fax Number: 2028874288

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

Phone: 202-887-4103

Email: lgeyer@akingump.com

Correspondent Name: Laura Geyer

Address Line 1: 1333 New Hampshire Ave., NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

	688913.0001
NAME OF SUBMITTER:	Laura Talley Geyer
Signature:	/Laura Talley Geyer/
Date:	11/07/2013

Total Attachments: 8
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Trademark Security Agreement

Trademark Security Agreement, dated as of October 30, 2013, by AMERICAN MEDIA, INC., AMI CELEBRITY PUBLICATIONS, LLC, ODYSSEY MAGAZINE PUBLISHING GROUP, INC., and WEIDER PUBLICATIONS, LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), in its capacity as the collateral agent (in such capacity, the "Collateral Agent") under the Indenture, dated as of December 1, 2010, among American Media, Inc. and the Collateral Agent relating to the 11½% First Lien Senior Secured Notes due 2017.

WITNESSETH:

WHEREAS, the Pledgors are party to a Collateral Agreement, dated as of December 22, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the secured parties identified therein pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture and the First Supplemental Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.13 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE FIRST LIEN INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 22, 2010 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG AMERICAN MEDIA, INC., THE GRANTORS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS CREDIT AGREEMENT COLLATERAL AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION (AS SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB), AS SENIOR SECURED NOTES COLLATERAL AGENT AND SENIOR SECURED NOTES TRUSTEE, AND EACH ADDITIONAL COLLATERAL AGENT FROM TIME TO TIME PARTY THERETO.

[signature page follows]

AMERICAN MEDIA, INC.
AMI CELEBRITY PUBLICATIONS, LLC
ODYSSEY MAGAZINE PUBLISHING GROUP, INC.
WEIDER PUBLICATIONS, LLC

By:_____
Name: Christopher V. Polimeni
Title: Executive Vice President, Chief Financial Officer and Treasurer

Signature Page to Trademark Security Agreement (First Lien)

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Jane Schwaiger
Title: Vice President

Signature Page to Trademark Security Agreement (First Lien)

SCHEDULE I

Registered Trademarks:

Registered Trademark	Application Number	Registration Number	Country	File Date	Registration Date	Int'l Class	Owner
BLUE DOT	77598644	3714196	USA	23-Oct-2008	24-Nov-2009	16	American Media, Inc.
COUNTRY WEEKLY	75701053	2372499	USA	07-May-1999	01-Aug-2000	16	American Media, Inc.
COUNTRY WEEKLY	75116052	2489717	USA	07-Jun-1996	18-Sep-2001	42	American Media, Inc.
DESIGN (OF A STAR WITHIN A DARK SQUARE)	73217522	1230662	USA	29-May-1979	08-Mar-1983	16	American Media, Inc.
FIT PREGNANCY	74620491	1994180	USA	12-Jan-1995	13-Aug-1996	16	Weider Publications, LLC
FIT PREGNANCY	75230627	2188470	USA	24-Jan-1997	08-Sep-1998	42	Weider Publications, LLC
FIT PREGNANCY	85236831	4025718	USA	08-Feb-2011	13-Sep-2011	16	Weider Publications, LLC
FLEX	73473476	1340659	USA	02-Apr-1984	11-Jun-1985	16	Weider Publications, LLC
FLEX	75231063	2186743	USA	24-Jan-1997	01-Sep-1998	42	Weider Publications, LLC
GLOBE	74060376	1639082	USA	12-Mar-1990	26-Mar-1991	16	American Media, Inc.
GLOBE	78405037	2997451	USA	20-Apr-2004	20-Sep-2005	41	American Media, Inc.
H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	75492541	2433879	USA	23-May-1998	06-Mar-2001	16	Weider Publications, LLC
HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	75209144	2285899	USA	06-Dec-1996	12-Oct-1999	16	Weider Publications, LLC
HERS	75827278	2472316	USA	21-Oct-1999	24-Jul-2001	16	Weider Publications, LLC

Registered Trademark	Application Number	Registration Number	Country	File Date	Registration Date	Int'l Class	Owner
INTERNATIONAL ASTROLOGICAL SOCIETY	74731935	2013496	USA	18-Sep-1995	05-Nov-1996	16	American Media, Inc.
MEN'S FITNESS	74664965	1956592	USA	24-Apr-1995	13-Feb-1996	16	Weider Publications, LLC
MEN'S FITNESS	73679354	1519426	USA	19-Aug-1987	03-Jan-1989	16	Weider Publications, LLC
MEN'S FITNESS	75230631	2197109	USA	24-Jan-1997	20-Oct-1998	42	Weider Publications, LLC
MEN'S FITNESS' FITTEST CITIES	78240004	3450738	USA	21-Apr-2003	17-Jun-2008	41	Weider Publications, LLC
MINI MAG	74730349	2042896	USA	18-Sep-1995	11-Mar-1997	16	American Media, Inc.
MM MICRO MAGS	75169313	2241439	USA	20-Sep-1996	27-Apr-1999	16	American Media, Inc.
MUSCLE & FITNESS	76379152	2692744	USA	22-Feb-2002	04-Mar-2003	16	Weider Publications, LLC
MUSCLE & FITNESS	75231064	2254062	USA	24-Jan-1997	15-Jun-1999	42	Weider Publications, LLC
MUSCLE & FITNESS	76461984	2775097	USA	28-Oct-2002	21-Oct-2003	35	Weider Publications, LLC
MUSCLE & FITNESS	76381533	2856392	USA	01-Mar-2002	22-Jun-2004	41	Weider Publications, LLC
MUSCLE & FITNESS	76379510	2842210	USA	22-Feb-2002	18-May-2004	41	Weider Publications, LLC
MUSCLE & FITNESS	76379150	3009086	USA	22-Feb-2002	25-Oct-2005	9, 16	Weider Publications, LLC
MUSCLE & FITNESS (Stylized)	76379509	2686042	USA	22-Feb-2002	11-Feb-2003	16	Weider Publications, LLC
MUSCLE & FITNESS (Stylized)	76379508	2842209	USA	22-Feb-2002	18-May-2004	41	Weider Publications, LLC
MUSCLE & FITNESS HERS	76379154	2708922	USA	22-Feb-2002	22-Apr-2003	16	Weider Publications, LLC
MUSCLE & FITNESS HERS	76379156	2842208	USA	22-Feb-2002	18-May-2004	41	Weider Publications, LLC

Registered Trademark	Application Number	Registration Number	Country	File Date	Registration Date	Int'l Class	Owner
NATIONAL ENQUIRER	72128501	736824	USA	25-Sep-1961	28-Aug-1962	16	American Media, Inc.
NATIONAL ENQUIRER	75116089	2373131	USA	07-Jun-1996	01-Aug-2000	42	American Media, Inc.
NATIONAL EXAmerican Media, Inc.NER	78097907	2625275	USA	12-Dec-2001	24-Sep-2002	16	American Media, Inc.
NATURAL HEALTH	75424593	2259027	USA	28-Jan-1998	06-Jul-1999	16	Weider Publications, LLC
NATURAL HEALTH	85124074	4020540	USA	07-Sep-2010	30-Aug-2011	16	Weider Publications, LLC
OK! (design)	74378223	1901212	USA	12-Apr-1993	20-Jun-1985	16	Odyssey Magazine Publishing Group, Inc.
OK! (design)	78860879	3244356	USA	13-Apr-2006	22-May-2007	16	Odyssey Magazine Publishing Group, Inc.
OK! (design)	78861030	3815852	USA	13-Apr-2006	06-Jul-2010	9, 41	Odyssey Magazine Publishing Group, Inc.
OK! USA (design)	85976475	4132084	USA	18-Jan-2011	24-Apr-2012	9,16,41	Odyssey Magazine Publishing Group, Inc.
OK! WEEKLY (design)	78831087	3241733	USA	07-Mar-2006	15-May-2007	16	Odyssey Magazine Publishing Group, Inc.
REALITY WEEKLY	85299029	4103324	USA	19-Apr-2011	21-Feb-2012	16, 41	American Media, Inc.
SHAPE	75230630	2189909	USA	24-Jan-1997	15-Sep-1998	42	Weider Publications, LLC
SHAPE	73292633	1525562	USA	12-Jan-1981	21-Feb-1989	16	Weider Publications, LLC
SHAPE	73490231	1495154	USA	16-Jul-1984	05-Jul-1988	25	Weider Publications, LLC
SHAPE (design)	73440747	1498564	USA	24-Aug-1983	02-Aug-1988	16	Weider Publications, LLC
SHAPE (design)	76475872	2931313	USA	17-Dec-2002	08-Mar-2005	9	Weider Publications, LLC
SHAPE pilates for pink	77365333	3491928	USA	07-Jan-2008	26-Aug-2008	36	Weider Publications, LLC
SHAPE pilates for pink [stylized]	77367844	3491940	USA	09-Jan-2008	26-Aug-2008	36	Weider Publications, LLC
SHEELA WOOD'S	74730403	2045528	USA	18-Sep-1995	18-Mar-1997	16	American Media, Inc.
Soap Opera Digest	73637033	1491072	USA	23-Dec-1986	07-Jun-1988	16	AMI Celebrity Publications, LLC
Soap Opera Weekly	75270729	2398877	USA	08-Apr-1997	31-Oct-2000	16	AMI Celebrity Publications, LLC
STAR	75116088	2751537	USA	07-Jun-1996	19-Aug-2003	41	American Media, Inc.

Registered Trademark	Application Number	Registration Number	Country	File Date	Registration Date	Int'l Class	Owner
STAR	73182128	1224966	USA	04-Aug-1978	25-Jan-1983	16	American Media, Inc.
STAR	85643193	4279274	USA	05-Jun-2012	22-Jan-13	16	American Media, Inc.
STAR PEOPLE	75430247	2484118	USA	06-Feb-1998	04-Sep-2001	16	American Media, Inc.
SUN	75160019	2199246	USA	03-Sep-1996	27-Oct-1998	16	American Media, Inc.
YOU ATE IT? NEGATE IT!	77752196	4257952	USA	04-Jun-2009	11-Dec-2012	16, 41	American Media, Inc.

Pending Trademarks:

Pending TM	Status	App. No.	Country	Int'l Class	File Date
COUNTRY WEEKLY	Published	85236406	United States of America	41 Int.	08-Feb-2011
COUNTRY WEEKLY	Published	85977542	United States of America	41 Int.	08-Feb-2011
FIT PREGNANCY	Published	85236585	United States of America	05 Int.	08-Feb-2011
JACKED IN A BOX	Published	85841222	United States of America	35 Int.	05-Feb-2013
MEN'S FITNESS	Published	85236428	United States of America	05 Int.	08-Feb-2011
MEN'S FITNESS	Pending	85915558	United States of America	16 Int.	26-Apr-2013
MUSCLE & FITNESS	Published	85236589	United States of America	05 Int.	08-Feb-2011
MUSCLE & FITNESS (Stylized)	Published	85320082	United States of America	05 Int.	13-May-2011
SHAPE (design)	Pending	85042777	United States of America	41 Int.	19-May-2010
SHAPE (design)	Published	85450819	United States of America	05 Int.	19-Oct-2011
THE NEW MEASURE OF SUCCESS	Published	85916218	United States of America	16 Int., 41 Int.	26-Apr-2013

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