

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weider Publications, LLC		01/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
American Media, Inc.		01/30/2015	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: 18			
Property Type	Number	Word Mark	
Registration Number:	1994180	FIT PREGNANCY	
Registration Number:	2188470	FIT PREGNANCY	
Registration Number:	4025718	FITPREGNANCY	
Serial Number:	86374909	FIT PREGNANCY	
Serial Number:	86253409	FITPREGNANCY PRESENTS BIRTH & BEYOND	
Registration Number:	2259027	NATURAL HEALTH	
Registration Number:	4020540	NATURAL HEALTH	
Registration Number:	2189909	SHAPE	
Registration Number:	1525562	SHAPE	
Registration Number:	1495154	SHAPE	
Registration Number:	1498564	SHAPE	
Registration Number:	2931313	SHAPE	
Serial Number:	85042777	SHAPE	
Registration Number:	4529980	SHAPE	
Serial Number:	86152756	THE SHAPE METHOD	
Serial Number:	86142813	GET INTO SHAPE	
Serial Number:	86143283	S	
Serial Number:	86154484	S SHAPE	
TRADEMARK			

CH \$465.00 1994180

CORRESPONDENCE DATA**Fax Number:** 3129847700*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 3123722000**Email:** jmikulina@mwe.com, kwalsh@mwe.com**Correspondent Name:** Kelly Walsh, McDermott Will & Emery LLP**Address Line 1:** 227 W. Monroe Street, Suite 4400**Address Line 4:** Chicago, ILLINOIS 60606-5096**ATTORNEY DOCKET NUMBER:** 025955-0117**NAME OF SUBMITTER:** Jennifer M. Mikulina**SIGNATURE:** /Jennifer M. Mikulina/**DATE SIGNED:** 02/13/2015**Total Attachments: 6**

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of January 30, 2015.

WHEREAS, Meredith Corporation, a corporation organized under the laws of the State of Iowa ("Meredith"), Weider Publications, LLC, a limited liability company organized under the laws of the State of Delaware ("Weider"), and American Media, Inc. a corporation organized under the laws of the State of Delaware ("AMI" and together with Weider, the "Assignors"), are parties to an Asset Purchase Agreement dated as of January 26, 2015 (the "Purchase Agreement"), governing the purchase and sale of the Purchased Assets. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement;

WHEREAS, the Assignors, as applicable, are the owners of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, pursuant to the Purchase Agreement, each of the Assignors has agreed to transfer all right, title and interest in and to the Marks to Meredith;

WHEREAS, in connection with the Purchase Agreement, each of the Assignors has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

WHEREAS, the parties wish herein to memorialize said assignment, transfer and sale of the Assignors' right, title and interest in and to the Marks to Meredith.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and Meredith hereby agree as follows:

1. Each of the Assignors hereby sells, assigns, transfers, and conveys to Meredith, its successors and assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for Meredith's own use and enjoyment, and for the use and enjoyment of Meredith's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Trademark Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Each of the Assignors agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Meredith to vest full title in and to All Marks in Meredith or which may be necessary to obtain, renew, issue or enforce All Marks, in

each case at the sole cost and expense of Meredith. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignors and Meredith.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignors and Meredith. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of New York.

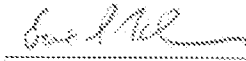
6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

* * *

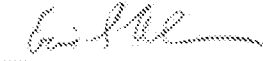
IN WITNESS WHEREOF, the Assignors and Meredith have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

WEIDER PUBLICATIONS, LLC

By: 
Name: Eric S. Kler
Title: SVP

AMERICAN MEDIA, INC.

By: 
Name: Eric S. Kler
Title: SVP

MEREDITH CORPORATION:

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Assignors and Meredith have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNORS:

WEIDER PUBLICATIONS, LLC

By: _____
Name:
Title:

AMERICAN MEDIA, INC.

By: _____
Name:
Title:

MEREDITH CORPORATION:

By: _____
Name: John Zieser
Title: Chief Development Officer / General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Trademarks in the United States

Trademark	Country	Application Number (Filing Date)	Registration Number (Registration Date)
FIT PREGNANCY	USA	74620491 (1/12/1995)	1994180 (8/13/1996)
FIT PREGNANCY	USA	75230627 (1/24/1997)	2188470 (9/8/1998)
FIT PREGNANCY	USA	85236831 (2/8/2011)	4025718 (9/13/2011)
FIT PREGNANCY	USA	86374909 (8/22/2014)	N/A (N/A)
FITPREGNANCY PRESENTS BIRTH & BEYOND	USA	86253409 (4/16/2014)	N/A (N/A)
NATURAL HEALTH	USA	75424593 (1/28/1998)	2259027 (7/6/1999)
NATURAL HEALTH	USA	85124074 (9/7/2010)	4020540 (8/30/2011)
SHAPE	USA	75230630 (1/24/1997)	2189909 (9/15/1998)
SHAPE	USA	73292633 (1/12/1981)	1525562 (2/21/1989)
SHAPE	USA	73490231 (7/16/1984)	1495154 (7/5/1988)
SHAPE (design)	USA	73440747 (8/24/1983)	1498564 (8/2/1988)
SHAPE (design)	USA	76475872 (12/17/2002)	2931313 (3/8/2005)
SHAPE (design)	USA	85042777 (5/19/2010)	N/A (N/A)

Trademark	Country	Application Number (Filing Date)	Registration Number (Registration Date)
SHAPE (design)	USA	85450819 (10/19/2011)	4529980 (5/13/2014)
THE SHAPE METHOD	USA	86152756 (12/26/2013)	N/A (N/A)
GET INTO SHAPE	USA	86142813 (12/13/2013)	NA (N/A)
“S” LOGO	USA	86143283 (12/13/2013)	NA (N/A)
“S” LOGO	USA	86154484 (12/30/2013)	NA (N/A)