

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM341672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks (VACATIONIST)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		05/13/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Time Inc.		
Street Address:	1271 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: DELAWARE		
Name:	Time Inc. Affluent Media Group		
Street Address:	1271 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3959651	VACATIONIST	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>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.</i>			
Phone:	(650) 251-5047		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Michelle T. Morad, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	17670/0101		
NAME OF SUBMITTER:	Michelle T. Morad		

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SIGNATURE:	/mtm/
DATE SIGNED:	05/18/2015
Total Attachments: 4 source=Filing Version - Termination of Security Interest In Trademark (Vacationist) (Executed)#page1.tif source=Filing Version - Termination of Security Interest In Trademark (Vacationist) (Executed)#page2.tif source=Filing Version - Termination of Security Interest In Trademark (Vacationist) (Executed)#page3.tif source=Filing Version - Termination of Security Interest In Trademark (Vacationist) (Executed)#page4.tif	

TERMINATION OF SECURITY INTEREST IN TRADEMARK (VACATIONIST)

TERMINATION OF SECURITY INTEREST IN TRADEMARK (VACATIONIST), dated as of May 13, 2015 (this "**Termination Agreement**") among TIME INC., a Delaware corporation, located at 1271 Avenue of the Americas, New York, NY 10020 (the "**Borrower**"), Time Inc. Affluent Media Group ("**TIAMG**"), a Delaware corporation, located at 1271 Avenue of the Americas, New York, NY 10020 and CITIBANK, N.A., located at 1615 Brett Road, Building III New Castle, DE 19720, as Collateral Agent for the Secured Parties (the "**Collateral Agent**").

WHEREAS, pursuant to a Marketing Agreement executed on or about April 8, 2010 (the "**Marketing Agreement**"), Luxury Link, LLC ("**LL**"), a California limited liability company with its principal place of business at 5510 Lincoln Boulevard, Suite 275, Los Angeles, California 90094, purchased certain assets owned by American Express Publishing Corporation ("**AEP**"), predecessor-in-interest to TIAMG.

WHEREAS, pursuant to the terms of the Marketing Agreement, upon the expiration or termination of the Marketing Agreement, TIAMG, as successor-in-interest to AEP, is required to convey, transfer and assign to LL, certain intellectual property of TIAMG, including but not limited to the United States trademark registration for the trademark VACATIONIST (United States Patent and Trademark Office, Reg. No. 3959651), and to execute and deliver any required intellectual property assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

WHEREAS, the Marketing Agreement has expired in accordance with its terms.

WHEREAS, pursuant to the (i) Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**General Security Agreement**"), (ii) the Trademark Security Agreement (Short-Form), dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**" and together with the General Security Agreement, the "**Security Agreements**" and each individually, a "**Security Agreement**") and recorded on June 23, 2014 at Reel/Frame 5311/0620 and (iii) the Credit Agreement dated as of April 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), TIAMG pledged to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in the trademark VACATIONIST, including but not limited to U.S. Patent and Trademark Office Registration No. 3959651 (collectively, the "**VACATIONIST Collateral**").

The parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the applicable Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Termination of Security Interest. As permitted by each of Sections 7.04(d) and 7.04(g) of the Credit Agreement, TIAMG may convey, transfer and assign the VACATIONIST Collateral to LL (the "**VACATIONIST Collateral Transfer**"). Pursuant to Section 11.09 of the Credit Agreement, upon the consummation of the VACATIONIST Collateral Transfer, the security interest of the Collateral Agent for the benefit of the Secured Parties in all right, title and interest in the VACATIONIST Collateral, and solely with respect to the VACATIONIST Collateral, shall be terminated automatically.

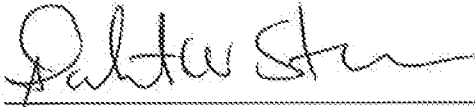
Section 3. Further Assurances. Pursuant to Section 11.09 of the Credit Agreement, at the request of the Borrower, the Collateral Agent shall record this Termination Agreement with the USPTO to evidence the termination of any security interest of the Collateral Agent in the VACATIONIST Collateral, and solely with respect to the VACATIONIST Collateral, and shall reasonably cooperate with any other efforts made by the Borrower to make of record or otherwise confirm the release and/or termination of any security interest in, to or under the VACATIONIST Collateral, but solely with respect to the VACATIONIST Collateral.

Section 4. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.


[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TIME INC.

By: 
Name: Robert Starr
Title: Treasurer

TIME INC. AFFLUENT MEDIA GROUP

By: 
Name: Robert Starr
Title: Authorized Officer

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Monique Renta
Title: Vice President