

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rodale Inc.		06/05/2015	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	3009824	ASK MILES
Registration Number:	3068340	ATHLETE'S PALATE
Registration Number:	3014290	FRIDGE WISDOM
Registration Number:	3016481	HUMAN RACE
Registration Number:	3022297	I'M A RUNNER
Registration Number:	3066084	I'M A RUNNER
Registration Number:	3095222	NO NEED FOR SPEED
Registration Number:	3102423	PERSONAL RECORD
Registration Number:	3016480	RAVE RUN
Registration Number:	4157826	RUNNER'S WORLD
Registration Number:	3955128	RUNNER'S WORLD
Registration Number:	1181061	RUNNER'S WORLD
Registration Number:	1215914	RUNNER'S WORLD
Registration Number:	4305001	RUNNER'S WORLD
Registration Number:	2643641	RUNNER'S WORLD
Registration Number:	3984078	RUNNER'S WORLD CHALLENGE
Registration Number:	3458133	RUNNER'S WORLD PACE TEAM
Registration Number:	3012403	RUNNING THE NUMBERS
Registration Number:	2323902	RUNNING TIMES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4095560	SMARTCOACH
Registration Number:	3302332	SMARTCOACH
Registration Number:	4016068	SMARTCOACH PLUS
Registration Number:	3030925	THE ATHLETE'S PALATE
Registration Number:	3036972	THE FAST LANE
Registration Number:	3663406	THE LOOP
Registration Number:	3675859	THE LOOP CONNECTING THE RUNNER'S WORLD C
Registration Number:	4043594	THE NEWBIE CHRONICLES
Registration Number:	4079653	THE NEWBIE CHRONICLES
Registration Number:	3014292	THE STARTING LINE
Registration Number:	4539398	THE STARTING LINE
Registration Number:	4181124	THE WARMUP
Serial Number:	86391928	ZELLE

**CORRESPONDENCE DATA**

**Fax Number:** 2028428465

*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:** 202-842-8800

**Email:** dctrademarks@dbr.com

**Correspondent Name:** Jennifer T. Criss

**Address Line 1:** Drinker Biddle & Reath LLP

**Address Line 2:** 1500 K Street, NW, Suite 1100

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	042858-469191
<b>NAME OF SUBMITTER:</b>	Jennifer T. Criss
<b>SIGNATURE:</b>	/jennifer t. criss/
<b>DATE SIGNED:</b>	06/10/2015

**Total Attachments: 8**

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**AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this "Agreement") is effective as of June 10, 2015 and executed on the date referred to below 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"), and 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 tradenames, in all cases related to Runner's World, 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 Amended and Restated Credit Agreement dated as of June 10, 2015 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, 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 Amended and Restated Security Agreement dated as of June 10, 2015 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, 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 Runner's World, 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, and does hereby renew and confirm any and all security interests previously created in favor of the Agent 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.

IN WITNESS WHEREOF, this Amended and Restated Intellectual Property Collateral Agreement is duly executed on this 5<sup>th</sup> day of June 2015.

RODALE INC.

By: Thomas A. Pogash

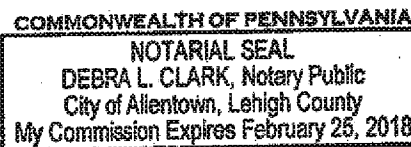
Name: Thomas A. Pogash

Title: Executive Vice President and  
Chief Financial Officer

NOTARY PUBLIC CERTIFICATE

On this 5<sup>th</sup> day of June 2015, 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 Amended and Restated Intellectual Property Collateral Agreement in favor of Manufacturers and Traders Trust Company, as Agent, to which this Certificate is attached.

Debra L. Clark  
Notary Public



**SCHEDULE A****PATENTS, TRADEMARKS, COPYRIGHTS AND TRADENAMES**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration No./ Application No.</b>
ASK MILES	United States	3,009,824 / 78/564,937
ATHLETE'S PALATE	United States	3,068,340 / 78/976,485
FRIDGE WISDOM	United States	3,014,290 / 78/564,976
HUMAN RACE	United States	3,016,481 / 78/564,905
I'M A RUNNER	United States	3,022,297 / 78/564,877
I'M A RUNNER	United States	3,066,084 / 78/976,484
NO NEED FOR SPEED	United States	3,095,222 / 78/564,879
PERSONAL RECORD	United States	3,102,423 / 78/564,907
RAVE RUN	United States	3,016,480 / 78/564,889
RUNNER'S WORLD	United States	4,157,826 / 85/454,556
RUNNER'S WORLD	United States	3,955,128 / 85/170,475
RUNNER'S WORLD	United States	1,181,061 / 73/144,532
RUNNER'S WORLD	United States	1,215,914 / 73/226066
RUNNER'S WORLD	United States	4,305,001 / 85/684,680
RUNNER'S WORLD	United States	2,643,641 / 75/982,009
RUNNER'S WORLD CHALLENGE	United States	3,984,078 / 85/049,610
RUNNER'S WORLD PACE TEAM	United States	3,458,133 / 78/956,543
RUNNING THE NUMBERS	United States	3,012,403 / 78/564,949
RUNNING TIMES	United States	2,323,902 / 75/627,621
SmartCoach	United States	4,095,560 / 85/239,078
SMARTCOACH	United States	3,302,332 / 78/907,714
SmartCoach Plus	United States	4,016,068 / 85/239,054
THE ATHLETE'S PALATE	United States	3,030,925 / 78/564,870
THE FAST LANE	United States	3,036,972 / 78/564,939
THE LOOP (Design)	United States	3,663,406 / 77/656,843
THE LOOP (Design) CONNECTING THE RUNNER'S WORLD COMMUNITY	United States	3,675,859 / 77/657,242
THE NEWBIE CHRONICLES	United States	4,043,594 / 85/311,224
THE NEWBIE CHRONICLES	United States	4,079,653 / 85/311,196
THE STARTING LINE	United States	3,014,292 / 78/564,997
THE STARTING LINE	United States	4,539,398 / 85/857,931
THE WARMUP	United States	4,181,124 / 85/606,465
ZELLE	United States	3,009,824 / 86/391,928











