

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		11/11/2015	a 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		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1842912	COTTAGE LIFE	
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:	jmull@stblaw.com		
Correspondent Name:	Michelle Morad		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	017670/0101		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	11/30/2015		
Total Attachments: 5			
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TERMINATION OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL
(COTTAGE LIFE)

TERMINATION OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL (COTTAGE LIFE), dated as of November 11, 2015 (this “**Termination Agreement**”) is made by CITIBANK, N.A., located at 1615 Brett Road, Building III New Castle, DE 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”), in favor of TIME INC., a Delaware corporation, located at 1271 Avenue of the Americas, New York, NY 10020 (the “**Borrower**”), and Time Inc. Lifestyle Group (“**TILG**”), a Delaware corporation, located at 1271 Avenue of the Americas, New York, NY 10020.

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and (ii) that certain Credit Agreement dated as of April 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), TILG 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 certain collateral, including the Trademark Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, pursuant to that certain 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**”), among the Collateral Agent and the Grantors thereunder, TILG, by reference to the Security Agreement, granted a security interest to the Collateral Agent in all of its right, title and interest in or to certain Trademark Collateral, including the U.S. registered trademark set forth on Schedule A hereto (such scheduled Trademark Collateral, the “**Released Collateral**”);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the “**USPTO**”) on June 23, 2014 at Reel/Frame 5311/0620;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral and only the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms of this Termination Agreement,

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 Trademark 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. The Collateral Agent hereby terminates, releases and discharges without recourse, representation or warranty, its security interest in and to the Released Collateral, and any right, title or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void. For clarity, the Collateral Agent’s security

interest in and to all Trademark Collateral other than the Released Collateral shall remain in full force and effect.

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 Released Collateral, and solely with respect to the Released 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 Released Collateral, but solely with respect to the Released 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 Termination Agreement as of the day and year first above written.

TIME INC.

By:

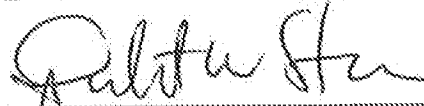


Name: Robert Starr

Title: Treasurer

TIME INC. LIFESTYLE GROUP

By:



Name: Robert Starr

Title: Authorized Officer

CITIBANK, N.A.,
as Collateral Agent

By: *Monique Renta*
Name: Monique Renta
Title: Vice President

Schedule A – Released Collateral

COTTAGE LIFE, U.S. Trademark Registration No. 1,842,912