

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM378969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release & Termination of Security Interest in Certain Trademarks Previously Recorded at Reel/Frame (5311/0620)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CITIBANK, N.A., as Collateral Agent		04/01/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TIME INC.		
<b>Street Address:</b>	1271 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	This Old House Ventures, LLC (f/k/a This Old House Ventures, Inc.)		
<b>Street Address:</b>	135 West 50th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2080589		
<b>Registration Number:</b>	2088753		
<b>Registration Number:</b>	2113480		
<b>Registration Number:</b>	3923743	THIS NEW HOUSE	
<b>Registration Number:</b>	1732568	THIS OLD HOUSE	
<b>Registration Number:</b>	1992003	THIS OLD HOUSE	
<b>Registration Number:</b>	2019384	THIS OLD HOUSE	
<b>Registration Number:</b>	2693188	THIS OLD HOUSE	
<b>Registration Number:</b>	3145567	THIS OLD HOUSE	
<b>Registration Number:</b>	3553590	THIS OLD HOUSE	
<b>Registration Number:</b>	3728397	THIS OLD HOUSE	
<b>Registration Number:</b>	4227312	THIS OLD HOUSE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4497564	THIS OLD HOUSE
Registration Number:	2238871	THIS OLD HOUSE

#### CORRESPONDENCE DATA

**Fax Number:** 6502515002

*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:** (650) 251-5047

**Email:** jnull@stblaw.com

**Correspondent Name:** Michelle Morad

**Address Line 1:** 2475 Hanover Street

**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	017670-0101
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	04/01/2016

#### Total Attachments: 5

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## TERMINATION OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

TERMINATION OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL, dated as of April 1, 2016 (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 This Old House Ventures, LLC (f/k/a This Old House Ventures, Inc., a Delaware corporation, “**TOHV**”), a Delaware limited liability company, located 135 West 50th Street, 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**”), TOHV 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, TOHV, 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 trademarks 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. As permitted by Section 7.04(x) of the Credit Agreement, the Borrower may dispose of its equity interests in TOHV (the “**Sale**”). Pursuant to Section 11.09, upon consummation of the Sale, the security interest of the Collateral Agent for the benefit of the Secured Parties in all right, title and interest in the Released

Collateral, and solely with respect to the Released Collateral, shall cease and become void, and the Collateral Agent hereby releases its security interest in the Released Collateral. 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 (and at the Borrower's expense), 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: Lawrence Jacobs

Title: EVP, General Counsel &  
Corporate Secretary

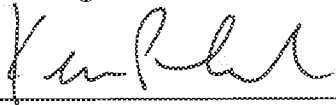
**THIS OLD HOUSE VENTURES, LLC**

By: 

Name: Lawrence Jacobs

Title: Vice President & Secretary

CITIBANK, N.A.,  
as Collateral Agent

By: 

Name: Keith Lukasavich

Title: Vice President

**Schedule A – Released Collateral**

TRADEMARK	COUNTRY	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	Owner
DESIGN (WINDOW)	United States of America	Registered	74/678429	22 May 1995	2080589	22 Jul 1997	This Old House Ventures, Inc.
DESIGN (WINDOW)	United States of America	Registered	75/050758	29 Jan 1996	2088753	19 Aug 1997	This Old House Ventures, Inc.
DESIGN (WINDOW)	United States of America	Registered	75/078417	25 Mar 1996	2113480	18 Nov 1997	This Old House Ventures, Inc.
THIS NEW HOUSE	United States of America	Registered	77/739185	18 May 2009	3923743	22 Feb 2011	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	74/132322	18 Jan 1991	1732568	17 Nov 1992	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	74/583909	11 Oct 1994	1992003	06 Aug 1996	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	75/050759	29 Jan 1996	2019384	26 Nov 1996	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	76/417092	5 Jun 2002	2693188	04 Mar 2003	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	78/753407	14 Nov 2005	3145567	19 Sep 2006	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	77/470201	9 May 2008	3553590	30 Dec 2008	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	77/776828	8 Jul 2009	3728397	22 Dec 2009	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	85408214	26 Aug 2011	4227312	16 Oct 2012	This Old House Ventures, Inc.
THIS OLD HOUSE	United States of America	Registered	86026346	1 Aug 2013	4497564	18 Mar 2014	This Old House Ventures, Inc.
THIS OLD HOUSE LOGO	United States of America	Registered	75/451306	16 Mar 1998	2238871	13 Apr 1999	This Old House Ventures, Inc.