

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM393559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIME INC.		07/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Collateral Agent		
Street Address:	1615 Brett Road		
Internal Address:	Building III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4957191	THE SALON BY INSTYLE	
Registration Number:	4956425	THE DAILY CUT	
Serial Number:	87056183	EXTRA CRISPY	
Serial Number:	87024127	TIME EDGE	
Serial Number:	87025100	FORTUNE NEVER COMPROMISE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	017670/0101		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	08/02/2016		

CH \$140.00 4957191

Total Attachments: 7

source=Time Inc. Trademark Security Agreement - 2016Q2 Quarterly Short Form (Exec)#page1.tif

source=Time Inc. Trademark Security Agreement - 2016Q2 Quarterly Short Form (Exec)#page2.tif

source=Time Inc. Trademark Security Agreement - 2016Q2 Quarterly Short Form (Exec)#page3.tif

source=Time Inc. Trademark Security Agreement - 2016Q2 Quarterly Short Form (Exec)#page4.tif

source=Time Inc. Trademark Security Agreement - 2016Q2 Quarterly Short Form (Exec)#page5.tif

source=Time Inc. Trademark Security Agreement - 2016Q2 Quarterly Short Form (Exec)#page6.tif

source=Time Inc. Trademark Security Agreement - 2016Q2 Quarterly Short Form (Exec)#page7.tif

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2016 (this "**Agreement**") among TIME INC., a Delaware corporation, located at 225 Liberty Street, New York, NY 10281 (the "**Borrower**") as Grantor, the other Grantors identified on Schedule I hereto 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**").

Reference is made to the Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, as Grantor, the other Grantors party thereto from time to time and the Collateral Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in 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**"), among the Borrower, the Subsidiary Guarantors party thereto from time to time, each lender party thereto from time to time (collectively, the "**Lenders**" and individually, a "**Lender**") and Citibank, N.A., as Administrative Agent. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Lines of Credit, Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Lines of Credit, Secured Hedge Agreements and Treasury Services Agreements. Accordingly, 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 Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant 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 or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and

service marks used by a Grantor, including those listed on Schedule II hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that a Lien on such intent-to-use trademark applications prior to such filings would adversely affect the enforceability or validity of such intent-to-use trademark applications.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. 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.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[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

EACH OF THE OTHER GRANTORS LISTED
ON SCHEDULE I HERETO

By: 

Name: Robert Starr

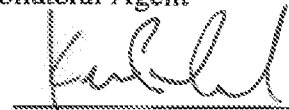
Title: Authorized Officer

[Signature Page for Trademark Security Agreement]



CITIBANK, N.A.,
as Collateral Agent

By: _____



Name: Keith Lukasavich

Title: Director/Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 005846 FRAME: 0703

Schedule I

1. Book-of-The-Month Club, Inc.
2. Business 2.0 Media Inc.
3. Cozi, Inc.
4. ECI Publishing, Inc.
5. Entertainment Weekly Inc.
6. Essence Communications Inc.
7. Essence Festivals Investments LLC
8. Essence Festivals LLC
9. Essence Festivals Productions LLC
10. FanSided Inc.
11. Fundraising.com, Inc.
12. Gift Services, Inc.
13. Health Media Ventures Inc.
14. Healthy Living, Inc.
15. Hello Giggles, Inc.
16. HP Holdings Inc.
17. Invnt, LLC
18. League Sports Services LLC
19. LeagueAthletics.com LLC
20. LIFE INC.
21. Loyalty Extras, Inc.
22. LSS Football LLC
23. Magazine Value Partners, Inc.
24. MAGHOUND ENTERPRISES INC.
25. Media Services, Inc.
26. MNI Targeted Media Inc.
27. NewSub Magazine Services LLC
28. NSSI Holdings Inc.
29. Oxmoor House, Inc.
30. QSP Distribution Services, LLC
31. REAL SIMPLE PRODUCTIONS, INC.
32. SI Digital Games, Inc.
33. SI Features Inc.
34. SI Play LLC
35. SI Productions Inc.
36. SI Ventures Inc.
37. SirenServ, Inc.
38. Southern Progress Corporation
39. Southern Progress Custom Publishing, Inc.
40. SPC Retail Publishing, Inc.
41. StyleFeeder Inc.
42. Sunset Publishing Corporation
43. Synapse Direct, Inc.
44. Synapse Group, Inc.
45. Synapse Retail Ventures, Inc.
46. Synapse Services, Inc.
47. Synapse Ventures, Inc.
48. SynapseConnect, Inc.

49. The Picture Collection, Inc.
50. TI Administrative Holdings LLC
51. TI Asia Holdings Inc.
52. TI Books Holdings LLC
53. TI Business Ventures Inc.
54. TI Circulation Holdings LLC
55. TI Corporate Holdings LLC
56. TI Distribution Holdings LLC
57. TI Experiential Inc.
58. TI GOLF HOLDINGS INC.
59. TI International Holdings Inc.
60. TI Live Events Inc.
61. TI Magazine Holdings LLC
62. TI MAGAZINE SERVICES LLC
63. TI Marketing Services Inc.
64. TI Media Solutions Inc.
65. TI PAPERCO INC.
66. TI PARSIPPANY INC.
67. TI Real Estate Services Inc.
68. TI RETAIL SERVICE GROUP INC.
69. TI Sales Holdings LLC
70. TI Shared Services Inc.
71. TI TRADE BOOKS HOLDINGS LLC
72. TIME CONSUMER MARKETING, INC.
73. Time Customer Service, Inc.
74. TIME DIRECT VENTURES LLC
75. Time Distribution Services Inc.
76. Time Inc. Affluent Media Group
77. Time Inc. Books
78. Time Inc. Domestic Licensing
79. Time Inc. Food Studio Productions LLC
80. Time Inc. Interactive
81. Time Inc. Lifestyle Group
82. Time Inc. Play
83. Time Inc. Productions
84. Time Inc. Retail
85. Time Inc. Ventures
86. Time Publishing Ventures, Inc.
87. Time TV Corporation
88. Vertical Media Solutions Inc.
89. Viant Technology Holding Inc.
90. WD PRODUCTIONS LLC

Schedule II

UNITED STATES Trademarks, Service Marks and Trademark Applications

Part I – Trademark Registrations: April 1 – June 30, 2016

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Time Inc.	THE SALON BY INSTYLE	4957191
Time Inc.	THE DAILY CUT	4956425

Part II - Trademark Applications (excluding "intent-to-use"): April 1 – June 30, 2016

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
Time Inc.	EXTRA CRISPY	87056183
Time Inc.	TIME EDGE	87024127
Time Inc.	FORTUNE NEVER COMPROMISE	87025100