

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM413711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Time Inc.		01/23/2017	Corporation: DELAWARE
inVNT, LLC		01/23/2017	Limited Liability Company: DELAWARE
Hello Giggles, Inc.		01/23/2017	Corporation: DELAWARE
Health Media Ventures Inc.		01/23/2017	Corporation: DELAWARE
Time Inc. Affluent Media Group		01/23/2017	Corporation: NEW YORK
Time Inc. Lifestyle Group		01/23/2017	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: 8			
Property Type	Number	Word Mark	
Registration Number:	4889786	INVNT CHANGE THE WAY PEOPLE THINK, FEEL,	
Registration Number:	5097359	HG	
Serial Number:	87199712	HEALTH	
Serial Number:	87199861	TRAVEL + LEISURE ELITE TRAVELER	
Serial Number:	87205610	THE GRUMPY GARDENER	
Serial Number:	87209149	IT HAPPENED TO ME	
Serial Number:	87220427	SKYGUIDE	
Serial Number:	87252422	SOUTHERN LIVING	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
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.			
TRADEMARK			

CH \$215.00 4889786

Phone: (212) 455-3222
Email: jnull@stblaw.com
Correspondent Name: Alex Raytman
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	017670/0101
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NAME OF SUBMITTER:	J. Jason Mull
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SIGNATURE:	/J. Jason Mull/
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DATE SIGNED:	01/26/2017
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2017 (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: Michael Yu
Title: Assistant Treasurer

EACH OF THE OTHER GRANTORS LISTED
ON SCHEDULE I HERETO

By: 
Name: Michael Yu
Title: Authorized Officer

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: _____
Title: _____

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 005978 FRAME: 0314

Schedule I


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

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


Schedule II

UNITED STATES Trademarks, Service Marks and Trademark Applications

Part I - Trademarks: October 1 – December 31, 2016

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
inVNT LLC	INVNT CHANGE THE WAY PEOPLE THINK, FEEL,	4889786
Hello Giggles, Inc.	HG and Design 	5097359

Part II - Trademark Applications (excluding "intent-to-use"): October 1 – December 31, 2016

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
Health Media Ventures Inc.	HEALTH	87199712
Time Inc. Affluent Media Group	TRAVEL + LEISURE ELITE TRAVELER and Design 	87199861
Time Inc. Lifestyle Group	THE GRUMPY GARDENER	87205610
Time Inc.	IT HAPPENED TO ME	87209149
Time Inc. Affluent Media Group	SKYGUIDE	87220427
Time Inc. Lifestyle Group	SOUTHERN LIVING	87252422