

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Media, Inc.		06/30/2017	Corporation: DELAWARE
AMI Parent Holdings LLC		06/30/2017	Limited Liability Company: DELAWARE
AMI Digital, Inc.		06/30/2017	Corporation: DELAWARE
In Store Services Inc.		06/30/2017	Corporation: DELAWARE
AMI Celebrity Publications, LLC		06/30/2017	Limited Liability Company: DELAWARE
Weider Publications, LLC		06/30/2017	Limited Liability Company: DELAWARE
Platinum Advisory Services LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as collateral agent		
Street Address:	40 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2165985	MEN'S JOURNAL	
Registration Number:	2165986	MEN'S JOURNAL	
Registration Number:	2600881	MENSJOURNAL	
Registration Number:	2619152	MIND & BODY	
Serial Number:	87204132	NATIONAL DAY OF ADVENTURE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
TRADEMARK			

CH \$140.00 2165985

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 041598-0059

NAME OF SUBMITTER: Scott Kareff (041598-0059)

SIGNATURE: /kc for sk/

DATE SIGNED: 07/06/2017

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this "Trademark Notice of Grant") is made as of June 30, 2017, by American Media, Inc., AMI Parent Holdings LLC, AMI Digital, Inc., In Store Services Inc., AMI Celebrity Publications, LLC, Weider Publications, LLC and Platinum Advisory Services LLC (individually, a "Grantor" and collectively, the "Grantors"), in favor of HPS Investment Partners, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors hold the right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated August 24, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.


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This Trademark Notice of Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

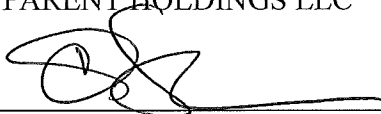
[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Notice of Grant to be duly executed by its officer thereunto duly authorized as of the date first set forth above.


AMERICAN MEDIA, INC.

By: 
Name: CHRIS POLIMENI
Title: VP-CFO/COO


AMI PARENT HOLDINGS LLC

By: 
Name: CHRIS POLIMENI
Title: VP-CFO/COO

AMI DIGITAL, INC.


By: 
Name: CHRIS POLIMENI
Title: VP-CFO/COO

IN STORE SERVICES INC.


By: 
Name: CHRIS POLIMENI
Title: VP-CFO/COO

[Signatures continued on next page]

AMI CELEBRITY PUBLICATIONS, LLC


By: 
Name: CHRIS POLIMENI
Title: EVP-CFO/COO

WEIDER PUBLICATIONS, LLC

By: 
Name: CHRIS POLIMENI
Title: EVP-CFO/COO




PLATINUM ADVISORY SERVICES LLC

BY: AMERICAN MEDIA, INC., its sole member

By: 
Name: CHRIS POLIMENI
Title: EVP-CFO/COO

SCHEDULE A

Trademark Registrations and Applications

No.	Mark	Jurisdiction	Reg. No.	Reg. Date	App. No.	App. Date	Owner	Status
1.	MEN'S JOURNAL (Block)	USA	2165985		75340024	07/25/1997	Weider Publications, LLC	Registered
2.	MEN'S JOURNAL (Stylized) 	USA	2165986		75340025	07/25/1997	Weider Publications, LLC	Registered
3.	MENSJOURNAL (Stylized) 	USA	2600881		76288458	07/20/2001	Weider Publications, LLC	Registered
4.	MIND & BODY (Stylized) 	USA	2619152		76298126	08/11/2001	Weider Publications, LLC	Registered
5.	NATIONAL DAY OF ADVENTURE (Block)	USA			87204132	10/14/2016	Weider Publications, LLC	Pending