

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		01/31/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cozi Inc.		
Street Address:	506 2nd Avenue, Suite 800		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: DELAWARE		
Name:	Time Inc. Affluent Media Group		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: NEW YORK		
Name:	Time Inc.		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
Name:	Health Media Ventures Inc.		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
Name:	Sunset Publishing Corporation		
Street Address:	225 Liberty Street		
City:	New York		

OP \$340.00 5184426

State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Corporation: DELAWARE
Name:	Entertainment Weekly Inc.
Street Address:	225 Liberty Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Corporation: DELAWARE
Name:	MNI Targeted Media Inc.
Street Address:	Metro Center, One Station Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5184426	FAMILY LIFE. SIMPLIFIED.
Registration Number:	5184719	FAMILY LIFE. SIMPLIFIED.
Registration Number:	5208862	TRAVEL + LEISURE ELITE TRAVELER
Registration Number:	5213367	IT HAPPENED TO ME
Registration Number:	5214213	SOUTHERN LIVING
Registration Number:	5214118	SKYGUIDE
Registration Number:	5221924	HEALTH
Serial Number:	87471401	FORTUNE INSIDER
Serial Number:	87466192	LIFE
Serial Number:	87401872	SUNSET
Serial Number:	87403154	THE BULLSEYE
Serial Number:	87423978	THE BULLSEYE
Serial Number:	87464837	YOUR AUDIENCE. DELIVERED.

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6532

Email: ipteam@cogencyglobal.com

Correspondent Name: Jordan M. Hook, Esq.

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 2: c/o Paul Hastings LLP

TRADEMARK

Address Line 4: New York, NEW YORK 10116	
ATTORNEY DOCKET NUMBER:	F175217 release 6197-0373
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	01/31/2018
Total Attachments: 5 source=Time - Trademark Releases to Cozi&Time et al 6197-0373#page1.tif source=Time - Trademark Releases to Cozi&Time et al 6197-0373#page2.tif source=Time - Trademark Releases to Cozi&Time et al 6197-0373#page3.tif source=Time - Trademark Releases to Cozi&Time et al 6197-0373#page4.tif source=Time - Trademark Releases to Cozi&Time et al 6197-0373#page5.tif	

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL, dated as of January 31, 2018 (this “**Release**”) is made by CITIBANK, N.A., located at 1615 Brett Road, Building III, New Castle, Delaware 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”), in favor of the Grantors listed on Schedule I hereto.

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 and restated by Amendment No. 1, dated as of October 11, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Grantors 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 U.S. registered trademarks set forth on Schedule A hereto (together with all of the goodwill connected with the use thereof and symbolized thereby, the “**Released Collateral**”);

WHEREAS, pursuant to that certain Trademark Security Agreement (Short-Form), dated as of August 11, 2017 (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, 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 (as defined in the Trademark Security Agreement), including the Released Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the “**USPTO**”) on November 6, 2017 at Reel/Frame 6197/0373;

WHEREAS, the Collateral Agent now desires to release the entirety of its security interest in the Released Collateral, and solely 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 Release, the Collateral Agent hereby states 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 on behalf of the Secured Parties, hereby releases its security interest in the Released Collateral. For clarity, the Collateral Agent’s security interest in and to all Collateral (including all other Trademark Collateral listed on Schedule II to the Trademark Security Agreement) 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 Release 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 take such actions as reasonably requested by the Borrower, at the Borrower's expense, 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.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A.
As Collateral Agent

By: 
Name: Monique Renta
Title: Director

SCHEDULE I

LIST OF GRANTORS

Cozi Inc.
Time Inc. Affluent Media Group
Time Inc.
Health Media Ventures Inc.
Sunset Publishing Corporation
Entertainment Weekly Inc.
MNI Targeted Media Inc.

Schedule A – Released Collateral

Part I – Trademarks: April 1 – June 30, 2017

Registered Owner	Mark	Registration Number
COZI INC.	FAMILY LIFE. SIMPLIFIED.	5184426
COZI INC.	FAMILY LIFE. SIMPLIFIED.	5184719
TIME INC. AFFLUENT MEDIA GROUP	TRAVEL + LEISURE ELITE TRAVELER	5208862
TIME INC.	IT HAPPENED TO ME	5213367
TIME INC. LIFESTYLE GROUP	SOUTHERN LIVING	5214213
TIME INC. AFFLUENT MEDIA GROUP	SKYGUIDE	5214118
HEALTH MEDIA VENTURES INC.	HEALTH	5221924

Part II – Trademark Applications (excluding “intent-to-use”): April 1 – June 30, 2017

Registered Owner	Mark	Registration Number
TIME INC.	FORTUNE INSIDER	87471401
TIME INC.	LIFE	87466192
SUNSET PUBLISHING CORPORATION	SUNSET	87401872
ENTERTAINMENT WEEKLY	THE BULLSEYE	87403154
ENTERTAINMENT WEEKLY	THE BULLSEYE	87423978
MNI TARGETED MEDIA INC.	YOUR AUDIENCE, DELIVERED.	87464837