

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460297

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:	Time Inc.		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
Name:	Essence Communications Inc.		
Street Address:	225 Liberty Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
Name:	Cozi Inc.		
Street Address:	506 2nd Avenue		
Internal Address:	Suite 800		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
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: NEW YORK		
PROPERTY NUMBERS Total: 6			

OP \$165.00 4882227

Property Type	Number	Word Mark
Registration Number:	4882227	THE DAILY CUT
Serial Number:	86947442	THE DAILY SMILE
Serial Number:	86938717	ESSENCE BLACK GIRL MAGIC
Serial Number:	86896353	MOTTO
Serial Number:	86878429	FAMILY LIFE. SIMPLIFIED.
Serial Number:	86878342	FANUARY

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

Address Line 1: 200 PARK AVE, 28TH FLOOR

Address Line 2: C/O PAUL HASTINGS LLP

Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	F175217 release 5783-0178
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	01/31/2018

Total Attachments: 5

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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, DE 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 April 25, 2016 (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 May 2, 2016 at Reel/Frame 5783/0178;

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

Time Inc.
Essence Communications Inc.
Cozi Inc.
Entertainment Weekly Inc.

Schedule A – Released Collateral

UNITED STATES Trademarks, Service Marks and Trademark Applications

Part I – Trademark Registrations: January 1 – March 31, 2016

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Time Inc.	THE DAILY CUT	4882227

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

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
Time Inc.	THE DAILY SMILE	86947442
Essence Communications Inc.	ESSENCE BLACK GIRL MAGIC	86938717
Time Inc.	MOTTO	86896353
Cozi Inc.	FAMILY LIFE. SIMPLIFIED.	86878429
Entertainment Weekly Inc.	FANUARY	86878342