

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481365

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weider Publications, LLC		06/29/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, N.A., as collateral agent
<b>Street Address:</b>	50 S. SIXTH STREET, Suite 1290
<b>Internal Address:</b>	Attention: Meghan McCauley
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402-1544
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	73473476	FLEX
Serial Number:	75231063	FLEX
Serial Number:	75492541	H.U.G.E. HARDGAINERS ULTIMATE GROWTH ENH
Serial Number:	75209144	HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT
Serial Number:	75827278	HERS
Serial Number:	85841222	JACKED IN A BOX
Serial Number:	85915558	MEN'S FITNESS
Serial Number:	74664965	MEN'S FITNESS
Serial Number:	73679354	MEN'S FITNESS
Serial Number:	75230631	MEN'S FITNESS
Serial Number:	85236428	MEN'S FITNESS
Serial Number:	75340024	MEN'S JOURNAL
Serial Number:	76288458	MENSJOURNAL
Serial Number:	76298126	MIND & BODY
Serial Number:	76379152	MUSCLE & FITNESS
Serial Number:	75231064	MUSCLE & FITNESS
Serial Number:	76461984	MUSCLE & FITNESS
Serial Number:	76381533	MUSCLE & FITNESS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76379510	MUSCLE & FITNESS
Serial Number:	76379150	MUSCLE & FITNESS
Serial Number:	76379508	MUSCLE & FITNESS
Serial Number:	76379509	MUSCLE & FITNESS
Serial Number:	76379156	MUSCLE & FITNESS HERS
Serial Number:	76379154	MUSCLE & FITNESS HERS
Serial Number:	85916218	THE NEW MEASURE OF SUCCESS
Serial Number:	77752196	YOU ATE IT? NEGATE IT!

**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.*

**Email:** astark@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com

**Correspondent Name:** Alexander Stark

**Address Line 1:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	21038-001
<b>NAME OF SUBMITTER:</b>	Alexander Stark
<b>SIGNATURE:</b>	/Alexander Stark/
<b>DATE SIGNED:</b>	07/11/2018

**Total Attachments: 4**

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Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced hereby and the exercise of certain rights or and remedies with respect thereto are subject to the provisions of the Intercreditor Agreement, dated as of June 29, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Intercreditor Agreement**"), by and among HPS Investment Partners, LLC, as Senior Agent and Wilmington Trust, National Association, as Junior Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this document, the terms of the Intercreditor Agreement shall govern and control.

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks (this "Trademark Security Agreement") is made as of June 29, 2018, by Weider Publications, LLC ("Grantor"), in favor of Wilmington Trust, N.A., in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 29, 2018 (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, the 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 the 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, to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby agree as follows:

SECTION 1. *Grant of Security Interest.* As collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor pursuant to the Security Agreement hereby grants to the Grantee, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all Trademarks of the United States of America, including 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

(except any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office).

SECTION 2. ***Security for Obligations.*** The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee 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.

SECTION 3. ***Recordation.*** The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Trademark Collateral.


SECTION 4. ***Counterparts.*** This Trademark Security Agreement 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.

SECTION 5. ***Governing Law.*** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflicts of laws principles thereof (other than any mandatory provisions of law relating to the law governing perfection and the effect of perfection of the security interest), but including Section 5-1401 of the New York General Obligations Law.

*[Remainder of page intentionally left blank]*

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

**WEIDER PUBLICATIONS, LLC**

By:  \_\_\_\_\_  
Name: Christopher V. Polimeni  
Title: Chief Financial Officer

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

<b>TRADEMARK</b>	<b>REGISTRATION NO</b>	<b>REGISTRATION DATE</b>	<b>APPLICATION NO</b>	<b>APPLICATION DATE</b>	<b>OWNER</b>	<b>TRADEMARK STATUS</b>
FLEX	1340659	11-Jun-85	73473476	2-Apr-84	Weider Publications, LLC	Registered
FLEX	2186743	1-Sep-98	75231063	24-Jan-97	Weider Publications, LLC	Registered
H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	2433879	6-Mar-01	75492541	23-May-98	Weider Publications, LLC	Registered
HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	2285899	12-Oct-99	75209144	6-Dec-96	Weider Publications, LLC	Registered
HERS	2472316	24-Jul-01	75827278	21-Oct-99	Weider Publications, LLC	Registered
JACKED IN A BOX	4569148	15-Jul-14	85841222	5-Feb-13	Weider Publications, LLC	Registered
MEN'S FITNESS	4509454	8-Apr-14	85915558	26-Apr-13	Weider Publications, LLC	Registered
MEN'S FITNESS	1956592	13-Feb-96	74664965	24-Apr-95	Weider Publications, LLC	Registered
MEN'S FITNESS	1519426	3-Jan-89	73679354	19-Aug-87	Weider Publications, LLC	Registered
MEN'S FITNESS	2197109	20-Oct-98	75230631	24-Jan-97	Weider Publications, LLC	Registered
MEN'S FITNESS	4556230	24-Jun-14	85236428	8-Feb-11	Weider Publications, LLC	Registered
MEN'S JOURNAL (Block)	2165985	16-Jun-98	75340024	25-Jul-97	Weider Publications, LLC	Registered
MENSJOURNAL	2600881	30-Jul-02	76288458	20-Jul-01	Weider Publications, LLC	Registered
MIND & BODY (Stylized)	2619152	10-Sep-02	76298126	11-Aug-01	Weider Publications, LLC	Registered
MUSCLE & FITNESS	2692744	4-Mar-03	76379152	22-Feb-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS	2254062	15-Jun-99	75231064	24-Jan-97	Weider Publications, LLC	Registered
MUSCLE & FITNESS	2775097	21-Oct-03	76461984	28-Oct-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS	2856392	22-Jun-04	76381533	1-Mar-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS	2842210	18-May-04	76379510	22-Feb-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS	3009086	25-Oct-05	76379150	22-Feb-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS (Stylized)	2842209	18-May-04	76379508	22-Feb-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS (Stylized)	2686042	11-Feb-03	76379509	22-Feb-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS HERS	2842208	18-May-04	76379156	22-Feb-02	Weider Publications, LLC	Registered
MUSCLE & FITNESS HERS	2708922	22-Apr-03	76379154	22-Feb-02	Weider Publications, LLC	Registered
THE NEW MEASURE OF SUCCESS	4519134	22-Apr-14	85916218	26-Apr-13	Weider Publications, LLC	Registered
YOU ATE IT? NEGATE IT!	4257952	11-Dec-12	77752196	4-Jun-09	Weider Publications, LLC	Registered