

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481366

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMI Celebrity Publications, LLC		06/29/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77713735	BABY LOVE	
<b>Serial Number:</b>	76089276	FASHION POLICE	
<b>Serial Number:</b>	76250472	FASHION POLICE	
<b>Serial Number:</b>	76298127	HOT STUFF	
<b>Serial Number:</b>	78500637	HOT STUFF	
<b>Serial Number:</b>	76388771	LOOSE TALK	
<b>Serial Number:</b>	78276588	LOVE LIVES	
<b>Serial Number:</b>	78500619	LOVE LIVES	
<b>Serial Number:</b>	74378223	OK!	
<b>Serial Number:</b>	78860879	OK!	
<b>Serial Number:</b>	78861030	OK!	
<b>Serial Number:</b>	85976475	OK! USA	
<b>Serial Number:</b>	73637033	SOAP OPERA DIGEST	
<b>Serial Number:</b>	75270729	SOAP OPERA WEEKLY	
<b>Serial Number:</b>	78276108	SPLURGE VS. SAVE	
<b>Serial Number:</b>	78276195	STARS - THEY'RE JUST LIKE US	
<b>Serial Number:</b>	76298128	THE RECORD	
<b>Serial Number:</b>	78276053	THE SHOP-A-THON	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	78275984	THE US BUZZZZ-O-METER
Serial Number:	78276140	THIS MINUTE YOU WANT TO KNOW ABOUT...
Serial Number:	74015704	US
Serial Number:	76288469	US
Serial Number:	77567111	US STYLE
Serial Number:	78784600	US WEEKLY
Serial Number:	75898974	US WEEKLY
Serial Number:	76181231	US WEEKLY
Serial Number:	77783797	USTV
Serial Number:	78276217	WHEN BAD CLOTHES HAPPEN TO GOOD PEOPLE
Serial Number:	77407188	4TNZ
Serial Number:	86353869	ANIMAL TALES
Serial Number:	78898802	ASTRO GIRL!
Serial Number:	87300821	BAKE IT UP!
Serial Number:	85734141	CLOSER
Serial Number:	76462921	IN TOUCH

#### 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

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

#### Total Attachments: 5

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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 AMI Celebrity 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.

**AMI CELEBRITY 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>
BABY LOVE	3701682	27-Oct-09	77713735	14-Apr-09	AMI Celebrity Publications, LLC	Registered
FASHION POLICE	2481062	21-Aug-01	76089276	14-Jul-00	AMI Celebrity Publications, LLC	Registered
FASHION POLICE	2914765	28-Dec-04	76250472	3-May-01	AMI Celebrity Publications, LLC	Registered
HOT STUFF	2684913	4-Feb-03	76298127	11-Aug-01	AMI Celebrity Publications, LLC	Registered
HOT STUFF	3140185	5-Sep-06	78500637	15-Oct-04	AMI Celebrity Publications, LLC	Registered
LOOSE TALK	2940447	12-Apr-05	76388771	27-Mar-02	AMI Celebrity Publications, LLC	Registered
LOVE LIVES	2936059	29-Mar-05	78/276588	21-Jul-03	AMI Celebrity Publications, LLC	Registered
LOVE LIVES	3081941	18-Apr-06	78500619	15-Oct-04	AMI Celebrity Publications, LLC	Registered
OK! (design)	1901212	20-Jun-95	74378223	12-Apr-93	AMI Celebrity Publications, LLC	Registered
OK! (design)	3244356	22-May-07	78860879	13-Apr-06	AMI Celebrity Publications, LLC	Registered
OK! (design)	3815852	6-Jul-10	78861030	13-Apr-06	AMI Celebrity Publications, LLC	Registered
OK! USA (design)	4132084	24-Apr-12	85976475	18-Jan-11	AMI Celebrity Publications, LLC	Registered
SOAP OPERA DIGEST	1491072	7-Jun-88	73637033	23-Dec-86	AMI Celebrity Publications, LLC	Registered
SOAP OPERA WEEKLY	2398877	31-Oct-00	75270729	8-Apr-97	AMI Celebrity Publications, LLC	Registered
SPLURGE VS. SAVE	2853974	15-Jun-04	78/276108	18-Jul-03	AMI Celebrity Publications, LLC	Registered
STARS - THEY'RE JUST LIKE US	2853976	15-Jun-04	78/276195	18-Jul-03	AMI Celebrity Publications, LLC	Registered
THE RECORD	2626958	24-Sep-02	76298128	11-Aug-01	AMI Celebrity Publications, LLC	Registered
THE SHOP-A-THON	2853973	15-Jun-04	78276053	18-Jul-03	AMI Celebrity Publications, LLC	Registered
THE US BUZZZZ-O-METER	2865176	20-Jul-04	78275984	18-Jul-03	AMI Celebrity Publications, LLC	Registered
THIS MINUTE YOU WANT TO KNOW ABOUT...	2868162	27-Jul-04	78276140	18-Jul-03	AMI Celebrity Publications, LLC	Registered
US (Block)	1679326	17-Mar-92	74015704	2-Jan-90	AMI Celebrity Publications, LLC	Registered
US (Block)	2614948	3-Sep-02	76288469	20-Jul-01	AMI Celebrity Publications, LLC	Registered
Us Style	4084218	10-Jan-12	77/567111	10-Sep-08	AMI Celebrity Publications, LLC	Registered
US WEEKLY (2002 Logo)	3176865	28-Nov-06	78/784,600	4-Jan-06	AMI Celebrity Publications, LLC	Registered
US WEEKLY (Block)	2410772	5-Dec-00	75898974	19-Jan-00	AMI Celebrity Publications, LLC	Registered
US WEEKLY (New Logo)	2527250	8-Jan-02	76181231	11-Dec-00	AMI Celebrity Publications, LLC	Registered
USTV	4425800	29-Oct-13	77/783797	17-Jul-09	AMI Celebrity Publications, LLC	Registered
WHEN BAD CLOTHES HAPPEN TO GOOD PEOPLE	2853977	15-Jun-04	78/276217	18-Jul-03	AMI Celebrity Publications, LLC	Registered

TRADEMARK	REGISTRATION NO	REGISTRATION DATE	APPLICATION NO	APPLICATION DATE	OWNER	TRADEMARK STATUS
4TNZ	3648387	Jun. 30, 2009	77/407,188	Feb. 27, 2008	AMI Celebrity Publications, LLC	Registered
ANIMAL TALES & DESIGN	4975896	Jun. 14, 2016	86/353,869	Jul. 31, 2014	AMI Celebrity Publications, LLC	Registered
ASTRO GIRL!	3222835	Mar. 27, 2007	78/898,802	Jun. 02, 2006	AMI Celebrity Publications, LLC	Registered
BAKE IT UP!	5265310	Aug. 15, 2017	87/300,821	Jan. 13, 2017	AMI Celebrity Publications, LLC	Registered
CLOSER	4548386	Jun. 10, 2014	85/734,141	Sep. 20, 2012	AMI Celebrity Publications, LLC	Registered
IN TOUCH	2950865	May 17, 2005	76/462,921	Sep. 11, 2002	AMI Celebrity Publications, LLC	Registered