

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Media, Inc.		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, N.A., as collateral agent		
Street Address:	50 S. SIXTH STREET, Suite 1290		
Internal Address:	Attention: Meghan McCauley		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	77598644		
Serial Number:	73217522		
Serial Number:	74060376	GLOBE	
Serial Number:	78405037	GLOBE	
Serial Number:	86251690	INPRINT	
Serial Number:	74731935	INTERNATIONAL ASTROLOGICAL SOCIETY	
Serial Number:	72128501	NATIONAL ENQUIRER	
Serial Number:	75116089	NATIONAL ENQUIRER	
Serial Number:	78097907	NATIONAL EXAMINER	
Serial Number:	74730403	SHEELA WOOD'S	
Serial Number:	73182128	STAR	
Serial Number:	75116088	STAR	
Serial Number:	85643193	STAR	
Serial Number:	75430247	STAR PEOPLE	
Serial Number:	75160019	SUN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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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
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NAME OF SUBMITTER:	Alexander Stark
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SIGNATURE:	/Alexander Stark/
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DATE SIGNED:	07/11/2018
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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 American Media, Inc. ("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.

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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.

AMERICAN MEDIA, INC.

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

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK	REGISTRATION NO	REGISTRATION DATE	APPLICATION NO	APPLICATION DATE	OWNER	TRADEMARK STATUS
BLUE DOT	3714196	24-Nov-09	77598644	23-Oct-08	American Media, Inc.	Registered
DESIGN (OF A STAR WITHIN A DARK SQUARE)	1230662	8-Mar-83	73217522	29-May-79	American Media, Inc.	Registered
GLOBE	1639082	26-Mar-91	74060376	12-Mar-90	American Media, Inc.	Registered
GLOBE	2997451	20-Sep-05	78405037	20-Apr-04	American Media, Inc.	Registered
INPRINT	4615463	30-Sep-14	86251690	14-Apr-14	American Media, Inc.	Registered
INTERNATIONAL ASTROLOGICAL SOCIETY	2013496	5-Nov-96	74731935	18-Sep-95	American Media, Inc.	Registered
NATIONAL ENQUIRER	0736824	28-Aug-62	72128501	25-Sep-61	American Media, Inc.	Registered
NATIONAL ENQUIRER	2373131	1-Aug-00	75116089	7-Jun-96	American Media, Inc.	Registered
NATIONAL EXAMINER	2625275	24-Sep-02	78097907	12-Dec-01	American Media, Inc.	Registered
SHEELA WOOD'S	2045528	18-Mar-97	74730403	18-Sep-95	American Media, Inc.	Registered
STAR	1224966	25-Jan-83	73182128	4-Aug-78	American Media, Inc.	Registered
STAR	2751537	19-Aug-03	75116088	7-Jun-96	American Media, Inc.	Registered
STAR	4279274	22-Jan-13	85643193	5-Jun-12	American Media, Inc.	Registered
STAR PEOPLE	2484118	4-Sep-01	75430247	6-Feb-98	American Media, Inc.	Registered
SUN	2199246	27-Oct-98	75160019	3-Sep-96	American Media, Inc.	Registered