

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497515

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Media, Inc.		10/12/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	American Media, LLC
Street Address:	4 New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Limited Liability Company: DELAWARE

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:

TRADEMARK

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: nalbano@paulweiss.com, lfranco@paulweiss.com,
aspoto@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Nicole Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

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

ATTORNEY DOCKET NUMBER:	21038-007
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NAME OF SUBMITTER:	Nicole A. Albano
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SIGNATURE:	/Nicole A. Albano/
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DATE SIGNED:	11/09/2018
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Total Attachments: 4

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Assignment of Notice of Grant of Security Interest in Trademarks

This Assignment of Notice of Grant of Security Interest in Trademarks, dated as of October 12, 2018, (this "Agreement"), is made by and between American Media, Inc. ("Assignor") and American, Media, LLC ("Assignee"). Defined terms in the Security Agreement (as defined below) have the same meanings where used herein, unless otherwise defined.

WHEREAS, Assignor entered into the Financing Agreement, dated as of August 24, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Financing Agreement"), by and among Assignor, each Person listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as hereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), HPS Investment Partners, LLC, in its capacity as collateral agent for itself and the other Secured Parties (the "Grantee"), and HPSIP, as administrative agent for the Lenders; and

WHEREAS, Assignor and the Grantors entered into a Pledge and Security Agreement, dated August 24, 2016 (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, Assignor, certain of the Grantors and the Grantee entered into a Notice of Grant of Security Interest in Trademarks, dated as of August 24, 2016 (together with all supplements and amendments thereto, the "Trademark Security Agreement"), pursuant to which, Assignor and each of the Grantors granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of such Party in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the Trademark registrations and applications identified on Schedule A hereto (collectively, the "Trademarks"), which security interest was recorded in the United States Patent and Trademark Office on August 25, 2016, at Volume/Document 5866/0188; and

WHEREAS, Assignor and Assignee entered into that certain Contribution and Assignment Agreement, dated as of October 12, 2018, by and between Assignor and Assignee (the "Contribution Agreement"), pursuant to which, Assignor contributed, transferred, granted, assigned and otherwise conveyed to Assignee all of the Assignor's right, title and interest in and to the Contributed Assets and Contributed Liabilities (as those terms are defined therein), including in and to the Trademarks; and

WHEREAS, Assignee and Grantee entered into that certain Joinder Agreement, dated as of October 12, 2018, by and among Assignee, Grantee and the other Parties thereto, pursuant to which, Assignee became a Grantor under the Financing Agreement and agreed to guarantee all or any part of the Obligations (as defined in the Financing Agreement); and

WHEREAS, in connection with the foregoing, Assignee wishes to assume all of Assignor's obligations under the Trademark Security Agreement; and

WHEREAS, Assignor and Assignee wish to record evidence of the assignment of Assignor's obligations under the Trademark Security Agreement to Assignee in the United States Trademark Office.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, each party hereto agrees as follows:

1. Assignment of Trademark Security Agreement. Pursuant to the terms set forth herein, Assignor hereby assigns to Assignee all of Assignor's obligations under the Trademark Security Agreement.

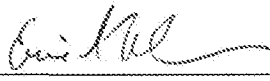
2. Purpose. This Agreement has been executed and delivered for the purpose of recording the assignment of security interest with the United States Trademark Office. The Trademark Security Agreement assigned hereby has been executed in connection with the Contribution Agreement. The parties hereto do hereby further acknowledge and affirm that the rights and remedies with respect to the security interest in the Trademarks are more fully set forth in the Financing Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. The Financing Agreement and Security Agreement shall remain in full force and effect in accordance with their terms.

3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

AMERICAN MEDIA, INC.

By: 
Name: Eric S. Klee
Title: Executive Vice President, Secretary
and General Counsel

AMERICAN MEDIA, LLC

By: 
Name: Eric S. Klee
Title: Executive Vice President, Secretary
and General Counsel

[Signature Page to Assignment of Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006478 FRAME: 0916

Schedule A

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