

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Kiplinger Washington Editors, Inc.		05/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial (Ireland) Limited		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2648665	THE KIPLINGER LETTER	
Registration Number:	2648664	THE KIPLINGER TAX LETTER	
Registration Number:	2651423	KIPLINGER'S RETIREMENT REPORT	
Registration Number:	2651421	KIPLINGER'S PERSONAL FINANCE	
Registration Number:	2674090	KIPLINGER.COM	
Registration Number:	4383320	KIPLINGER'S INVESTING FOR INCOME	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>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.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	755533		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$165.00 2648665

DATE SIGNED:	05/08/2019
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Total Attachments: 5

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**Grant of Security Interest
in United States Trademarks**

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 7, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Midcap Financial (Ireland) Limited, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Security Agreement dated as of July 28, 2018 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Trademark Collateral"):

- (i) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto;
- (ii) each Trademark License, whether registered or not, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or under any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

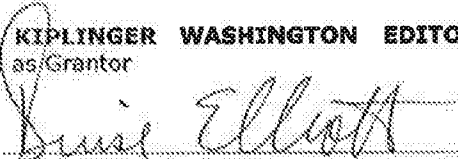
Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**THE KIPLINGER WASHINGTON EDITORS,
INC.** as Grantor

By: 

Name: Denise Elliott
Title: Chief Executive Officer

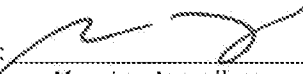
[Grant of Security Interest in United States Trademarks Signature Page]

**TRADEMARK
REEL: 006639 FRAME: 0840**

MIDCAP FINANCIAL (IRELAND) LIMITED,
as Security Agent, as Grantee

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management LLC, its general
partner

By: 
Name: Maurice Amsellem
Title: Authorised Signatory

Schedule A to Trademark Security Agreement**TRADEMARKS**

Registration No.	Country	Issue Date	Mark
2648665	United States	11/12/2002	The Kiplinger Letter
2648664	United States	11/12/2002	The Kiplinger Tax Letter
2651423	United States	11/19/2002	Kiplinger's Retirement Report
2651421	United States	11/19/2002	Kiplinger's Personal Finance
2674090	United States	1/14/2003	Kiplinger.com
4383320	United States	8/13/2013	Kiplinger's Investing for Income

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
None			