

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM616442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meredith Corporation		12/08/2020	Corporation: IOWA
Allrecipes.com, Inc.		12/08/2020	Corporation: WASHINGTON
TI Inc. Lifestyle Group		12/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90171499	BETTER	
Serial Number:	90171621	BETTER EVERY WEEK	
Serial Number:	90179745	MIDWEST LIVING	
Serial Number:	90181450	ALLRECIPES	
Serial Number:	90064790	BISCUITS & JAM	
Serial Number:	90181470	COASTAL LIVING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2124796865		
Email:	trademarks@cooley.com		
Correspondent Name:	Anthony J. Hajj		
Address Line 1:	1299 Pennsylvania Avenue NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		

CH \$165.00 90171499

DATE SIGNED:

12/23/2020

Total Attachments: 6

source=1.01 - Meredith - Trademark Security Agreement (December 2020 Supplement) (002)#page1.tif

source=1.01 - Meredith - Trademark Security Agreement (December 2020 Supplement) (002)#page2.tif

source=1.01 - Meredith - Trademark Security Agreement (December 2020 Supplement) (002)#page3.tif

source=1.01 - Meredith - Trademark Security Agreement (December 2020 Supplement) (002)#page4.tif

source=1.01 - Meredith - Trademark Security Agreement (December 2020 Supplement) (002)#page5.tif

source=1.01 - Meredith - Trademark Security Agreement (December 2020 Supplement) (002)#page6.tif

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2020 (this "**Agreement**") among the Grantors signatory hereto (the "**Grantors**") and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Holders (the "**Collateral Agent**").

Reference is made to the (i) Security Agreement, dated as of June 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Issuer, as Grantor, the other Grantors party thereto from time to time and the Collateral Agent and (ii) Indenture, dated as of June 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**"), among the Issuer, the guarantors party thereto from time to time and the Collateral Agent, as trustee. The Grantors are affiliates of the Issuer, will derive substantial benefits from the issuance of the Notes pursuant to the Indenture and the undersigned Grantors are willing to execute and deliver this Agreement pursuant to the Security Agreement. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Indenture also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Holders, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Holders, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, and
- (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any "intent-to-use" trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that a Lien on such intent-to-use trademark applications prior to such filings would adversely affect the enforceability or validity of such intent-to-use trademark applications.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any conflicts provisions that would result in the application of the laws of another jurisdiction.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to any Intercreditor Agreement (if in effect) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder and any Intercreditor Agreement (if in effect) is subject to the limitations and provisions of any Intercreditor Agreement (if in effect). In the event of any conflict between the terms of any Intercreditor Agreement (if in effect) and the terms of this Agreement, the terms of the Intercreditor Agreement (if in effect) shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEREDITH CORPORATION

as Grantor

By: 

Name: Jason Frierott

Title: Vice President and Chief Financial
Officer

ALLRECIPES.COM, INC.

as Grantor

By: _____

Name: Kevin M. Wagner

Title: President

TI GOTHAM INC.

as Grantor

By: _____

Name: Kevin M. Wagner

Title: President and Chief Executive
Officer

TI INC. AFFLUENT MEDIA GROUP

as Grantor

By: _____

Name: Kevin M. Wagner

Title: President and Chief Executive
Officer

TI INC. LIFESTYLE GROUP

as Grantor

By: _____

Name: Kevin M. Wagner

Title: President and Chief Executive
Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

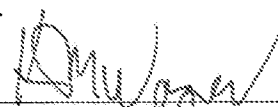
MEREDITH CORPORATION

as Grantor

By: _____
Name: Jason Frierott
Title: Vice President and Chief Financial Officer

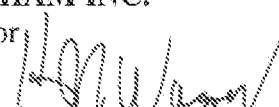
ALLRECIPES.COM, INC.

as Grantor

By:  _____
Name: Kevin M. Wagner
Title: President


TI GOTHAM INC.

as Grantor

By:  _____
Name: Kevin M. Wagner
Title: President and Chief Executive Officer

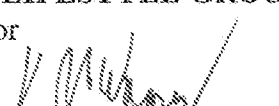
TI INC. AFFLUENT MEDIA GROUP

as Grantor

By:  _____
Name: Kevin M. Wagner
Title: President and Chief Executive Officer

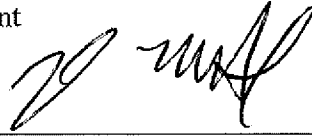
TI INC. LIFESTYLE GROUP

as Grantor

By:  _____
Name: Kevin M. Wagner
Title: President and Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'J. Hahn', is written over a horizontal line.

Name: Joshua A. Hahn

Title: Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 007145 FRAME: 0390

Schedule I

United States Trademarks, Service Marks and Trademark Applications

Trademark Registrations Received

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Meredith Corporation	BETTER HOMES & GARDENS	6130639
TI Inc. Affluent Media Group	TRAVEL + LEISURE CHECK-IN	6134134
TI Gotham Inc.	REAL SIMPLE	6147780

Trademark Applications Filed

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
Meredith Corporation	BETTER	90171499
Meredith Corporation	BETTER EVERY WEEK	90171621
Meredith Corporation	MIDWEST LIVING	90179745
Allrecipes.com, Inc.	ALLRECIPES	90181450
TI Inc. Lifestyle Group	BISCUITS AND JAM	90064790
TI Inc. Lifestyle Group	COASTAL LIVING	90181479