

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM649489

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TI Inc. Lifestyle Group		02/26/2021	Corporation: DELAWARE
TI Inc. Affluent Media Group		02/26/2021	Corporation: NEW YORK
TI Gotham Inc.		02/26/2021	Corporation: DELAWARE
Meredith Corporation		02/26/2021	Corporation: IOWA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	90441403	LIVINGWELL WITH DIABETES
Serial Number:	90441461	LIVINGWELL WITH DIABETES BE INSPIRED. TA
Serial Number:	90291306	HOLLYWOOD AT HOME
Serial Number:	90251497	INSTYLE BADASS
Serial Number:	90251372	SOUTHERN LIVING
Registration Number:	6223896	COASTAL LIVING COMMUNITIES
Registration Number:	6179528	SOMMTALKS
Registration Number:	6228288	REAL SIMPLE
Registration Number:	6207662	THE BADASS 50

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.

Phone: 212-479-6865

Email: trademarks@cooley.com

Correspondent Name: Anthony J. Hajj

Address Line 1: 1299 Pennsylvania Avenue NW, Suite 700

TRADEMARK

Address Line 4: Washington, D.C. 20004-2400	
NAME OF SUBMITTER:	Leanne M. Andrepont
SIGNATURE:	/Leanne M. Andrepont/
DATE SIGNED:	05/25/2021
Total Attachments: 6 source=Meredith - Trademark Security Agreement (February 2021 Supplement) (003) (003)#page1.tif source=Meredith - Trademark Security Agreement (February 2021 Supplement) (003) (003)#page2.tif source=Meredith - Trademark Security Agreement (February 2021 Supplement) (003) (003)#page3.tif source=Meredith - Trademark Security Agreement (February 2021 Supplement) (003) (003)#page4.tif source=Meredith - Trademark Security Agreement (February 2021 Supplement) (003) (003)#page5.tif source=Meredith - Trademark Security Agreement (February 2021 Supplement) (003) (003)#page6.tif	

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2021
(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

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

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: 

Name: Joshua A. Hahn

Title: Vice President

Schedule I

United States Trademarks, Service Marks and Trademark Applications

Trademark Registrations Received

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TI Inc. Lifestyle Group	COASTAL LIVING COMMUNITIES	6223896
TI Inc. Affluent Media Group	SOMMTALKS	6179528
TI Gotham Inc.	REAL SIMPLE	6228288
TI Gotham Inc.	THE BADASS 50	6207662

Trademark Applications Filed

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
Meredith Corporation	LIVINGWELLWITH DIABETES	90441403
Meredith Corporation	LIVINGWELL WITH DIABETES BE INSPIRED. TAKE CHARGE. THRIVE	90441461
TI Gotham Inc.	HOLLYWOOD AT HOME	90291306
TI Gotham Inc.	INSTYLE BADASS	90251497
TI Inc. Lifestyle Group	SOUTHERN LIVING	90251372