

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM662779

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900624425

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TI Gotham Inc.		06/14/2021	Corporation: DELAWARE
Meredith Corporation		06/14/2021	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: 18

Property Type	Number	Word Mark
Registration Number:	6254134	BADASS WOMEN
Registration Number:	6295530	THE AWARDIST
Registration Number:	6290052	BETTER HOMES & GARDENS
Serial Number:	90448764	DAILY PAWS
Serial Number:	90514481	HAPPY PAWS
Serial Number:	90521008	HAPPY PAWS
Serial Number:	90522819	
Serial Number:	90541676	BETTER HOMES & GARDENS
Serial Number:	90484294	SHAPE BEAUTY LAB
Serial Number:	90484302	SHAPE WELLNESS LAB
Serial Number:	90484305	SHAPE WELL LAB
Serial Number:	90484319	SHAPE FIT LAB
Serial Number:	90484325	SHAPE SKIN LAB
Serial Number:	90562931	GOOD IMPRESSIONS
Serial Number:	90605610	LIFE
Serial Number:	90562818	REAL SIMPLE
Serial Number:	90566164	INSTYLE LADIES FIRST

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90566390	INSTYLE

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

Address Line 4: Washington, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	550041-1024
NAME OF SUBMITTER:	Leanne M. Andrepont
SIGNATURE:	/Leanne M. Andrepont/
DATE SIGNED:	07/27/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of June 14, 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

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

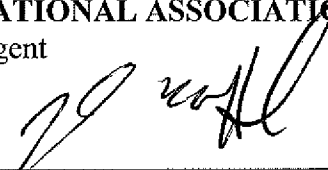
By: _____

Name: Kevin M. Wagner

Title: President and Chief Executive
Officer

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 Gotham Inc.	BADASS WOMEN	6254134
TI Gotham Inc.	THE AWARDIST	6295530
Meredith Corporation	BETTER HOMES AND GARDENS	6290052

Trademark Applications Filed

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>
Meredith Corporation	DAILY PAWS	90448764
Meredith Corporation	HAPPY PAWS	90514481
Meredith Corporation	HAPPY PAWS and design	90521008
Meredith Corporation	Meredith "Flying M" design	90522819
Meredith Corporation	BETTER HOMES AND GARDENS	90541676
Meredith Corporation	SHAPE BEAUTY LAB	90484294
Meredith Corporation	SHAPE WELLNESS LAB	90484302
Meredith Corporation	SHAPE WELL LAB	90484305
Meredith Corporation	SHAPE FIT LAB	90484319
Meredith Corporation	SHAPE SKIN LAB	90484325
Meredith Corporation	GOOD IMPRESSIONS	90562931
TI Gotham Inc.	LIFE & Design	90605610
TI Gotham Inc.	REAL SIMPLE	90562818
TI Gotham Inc.	INSTYLE LADIES FIRST	90566164
TI Gotham Inc.	INSTYLE	90566390