

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trusted Media Brands, Inc.		08/11/2021	Corporation: DELAWARE
RDA Enthusiast Brands, LLC		08/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	0570788	LAUGHTER, THE BEST MEDICINE	
Registration Number:	0574661	LIFE IN THE THESE UNITED STATES	
Registration Number:	0761376	READER'S DIGEST	
Registration Number:	0987900	THE DIGEST	
Registration Number:	1028646	QUOTABLE QUOTES	
Registration Number:	1029220	READER'S DIGEST	
Registration Number:	1042251	READER'S DIGEST	
Registration Number:	1198664	FARM & RANCH LIVING	
Registration Number:	1236209	HUMOR IN UNIFORM	
Registration Number:	1262379	ALL IN A DAYS WORK	
Registration Number:	1647966		
Registration Number:	1678471	WORD POWER	
Registration Number:	1712877	MAXI-MIX	
Registration Number:	1747772	REMINISCE	
Registration Number:	1830346	THE FAMILY HANDYMAN	
Registration Number:	1964726	BIRDS & BLOOMS	
Registration Number:	2002133	TASTE OF HOME	
Registration Number:	2018634	HANDY HINTS	
TRADEMARK			

CH \$1740.00 0570788

Property Type	Number	Word Mark
Registration Number:	2113908	TASTE OF HOME
Registration Number:	2151348	READER'S DIGEST
Registration Number:	2213367	READER'S DIGEST SELECT EDITIONS
Registration Number:	2223855	INSERT
Registration Number:	2248663	WORLD WIDE COUNTRY TOURS
Registration Number:	2253188	WORD POWER
Registration Number:	2270614	COUNTRY WOMAN
Registration Number:	2329893	FAMILY HANDYMAN
Registration Number:	2377842	BIRDS & BLOOMS
Registration Number:	2427051	FAMILY HANDYMAN
Registration Number:	2924740	GREAT GOOFS
Registration Number:	2929038	READER'S DIGEST
Registration Number:	2955195	TASTE OF HOME
Registration Number:	3199934	CONTEST WINNING ANNUAL RECIPES ----
Registration Number:	3376119	FARM & RANCH LIVING
Registration Number:	3383071	TASTE OF HOME CONTEST WINNING ANNUAL REC
Registration Number:	3636837	TASTE OF HOME SIMPLE & DELICIOUS
Registration Number:	3686510	TASTE OF HOME COMFORT FOOD DIET
Registration Number:	4516023	LIFERICH PUBLISHING
Registration Number:	4518655	THE DIGEST DIET
Registration Number:	4743196	YOUR COOKING CLASS IS ALWAYS IN SESSION
Registration Number:	4743201	TASTE OF HOME
Registration Number:	4810918	RD TEXT DIRECT
Registration Number:	4855355	TASTE OF HOME ONLINE COOKING SCHOOL
Registration Number:	4865959	THE FAMILY HANDYMAN DIY UNIVERSITY
Registration Number:	4918925	R.E.A.D. READ ENGAGE ADVANCE DEVELOP TOG
Registration Number:	5032949	READER'S DIGEST TRUSTED BRAND
Registration Number:	5033020	ENRICHU
Registration Number:	5033159	COLOR ME DELICIOUS
Registration Number:	5087474	EZ-READ
Registration Number:	5149036	QUOTABLE QUOTES
Registration Number:	5162762	MODERN COMFORT
Registration Number:	5242853	TASTE OF HOME LIVE
Registration Number:	5246895	TRUSTED MEDIA BRANDS
Registration Number:	5391988	READER'S DIGEST
Registration Number:	5396467	THE FAMILY HANDYMAN
Registration Number:	5434935	BUILD IT. FIX IT. LIVE IT!
Registration Number:	5490099	TASTE OF HOME

Property Type	Number	Word Mark
Registration Number:	5490101	BIRDS & BLOOMS
Registration Number:	5658915	TASTE OF HOME
Registration Number:	5857874	BUILD IT. FIX IT. LIVE IT!
Registration Number:	5939173	TASTE OF HOME ROAST
Registration Number:	6037773	TASTE OF HOME
Registration Number:	6102187	REMINISCE
Serial Number:	90765919	BAKEABLE FROM TASTE OF HOME
Serial Number:	90761427	BAKEABLE FROM TASTE OF HOME
Serial Number:	88763890	TASTE OF HOME
Serial Number:	87880033	TASTE OF HOME
Serial Number:	87448573	TASTE OF HOME
Serial Number:	88031809	TASTE OF HOME TEST KITCHEN APPROVED
Serial Number:	88523816	TRUSTED STUDIOS

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street N.W.

Address Line 2: Robert S. Strauss Tower

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 695445.0007

NAME OF SUBMITTER: David C. Lee

SIGNATURE: /David C. Lee/

DATE SIGNED: 08/12/2021

Total Attachments: 12

- source=TMBl - Trademark Security Agreement [Executed]#page1.tif
- source=TMBl - Trademark Security Agreement [Executed]#page2.tif
- source=TMBl - Trademark Security Agreement [Executed]#page3.tif
- source=TMBl - Trademark Security Agreement [Executed]#page4.tif
- source=TMBl - Trademark Security Agreement [Executed]#page5.tif
- source=TMBl - Trademark Security Agreement [Executed]#page6.tif
- source=TMBl - Trademark Security Agreement [Executed]#page7.tif
- source=TMBl - Trademark Security Agreement [Executed]#page8.tif
- source=TMBl - Trademark Security Agreement [Executed]#page9.tif
- source=TMBl - Trademark Security Agreement [Executed]#page10.tif
- source=TMBl - Trademark Security Agreement [Executed]#page11.tif
- source=TMBl - Trademark Security Agreement [Executed]#page12.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 11, 2021 (this “**Trademark Security Agreement**”), is made by each entity identified as grantor on the signature pages hereto (collectively, the “**Grantors**”, and each, a “**Grantor**”) in favor of Alter Domus (US) LLC, as administrative agent and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to the Collateral Agreement dated as of August 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto, and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative 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, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement (whether defined therein or by reference to another agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties, a security interest in all right, title or 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**”); provided, that the Trademark Collateral shall not include any Excluded Assets:

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof,

(ii) all goodwill connected with the use thereof and symbolized thereby,

(iii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,

(iv) all rights to sue or otherwise recover for infringements, misappropriations, dilutions or other violations thereof,

(v) all rights of priority arising from or related to the foregoing,

(vi) all other rights arising thereunder or pertaining thereto throughout the world, and

(vii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted herein attach to any "intent-to-use" application for registration of a Trademark, prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues therefrom under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the security interest in the Trademark Collateral shall be released in accordance with Section 5.12 of the Security Agreement. Upon the termination of this Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably requests to evidence such termination or release and shall promptly perform such other actions reasonably requested by such Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

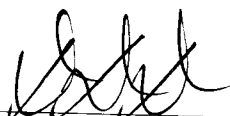
SECTION 7. COUNTERPARTS

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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

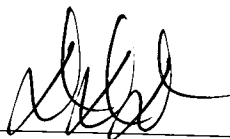
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRUSTED MEDIA BRANDS, INC.

By: 
Name: Dean Durbin
Title: Chief Financial Officer

RDA ENTHUSIAST BRANDS, LLC

By: 
Name: Dean Durbin
Title: Vice President

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Matthew Frybula
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007388 FRAME: 0959

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
BAKEABLE FROM TASTE OF HOME	90765919	10-JUN-2021			RDA Enthusiast Brands, LLC
BAKEABLE FROM TASTE OF HOME	90761427	08-JUN-2021			RDA Enthusiast Brands, LLC
BIRDS & BLOOMS	87545293	27-JUL-2017	5490101	12-JUN-2018	RDA Enthusiast Brands, LLC
BIRDS & BLOOMS	75173381	27-SEP-1996	2377842	15-AUG-2000	RDA Enthusiast Brands, LLC
BIRDS & BLOOMS	74573762	14-SEP-1994	1964726	26-MAR-1996	RDA Enthusiast Brands, LLC
CONTEST WINNING ANNUAL RECIPES ----	78790953	13-JAN-2006	3199934	16-JAN-2007	RDA Enthusiast Brands, LLC
COUNTRY WOMAN	75493269	29-MAY-1998	2270614	17-AUG-1999	RDA Enthusiast Brands, LLC
EZ-READ	86613759	29-APR-2015	5087474	22-NOV-2016	RDA Enthusiast Brands, LLC
FARM & RANCH LIVING	78972547	12-SEP-2006	3376119	29-JAN-2008	RDA Enthusiast Brands, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
FARM & RANCH LIVING	73279420	26-SEP-1980	1198664	22-JUN-1982	RDA Enthusiast Brands, LLC
MAXI-MIX	74169921	24-MAY-1991	1712877	08-SEP-1992	RDA Enthusiast Brands, LLC
MODERN COMFORT	86981368	05-NOV-2015	5162762	14-MAR-2017	RDA Enthusiast Brands, LLC
REMINISCE	88777399	29-JAN-2020	6102187	14-JUL-2020	RDA Enthusiast Brands, LLC
REMINISCE	74071150	20-JUN-1990	1747772	19-JAN-1993	RDA Enthusiast Brands, LLC
TASTE OF HOME	88763890	17-JAN-2020			RDA Enthusiast Brands, LLC
TASTE OF HOME	87880033	17-APR-2018			RDA Enthusiast Brands, LLC
TASTE OF HOME	87545173	27-JUL-2017	5490099	12-JUN-2018	RDA Enthusiast Brands, LLC
TASTE OF HOME	87541413	25-JUL-2017	5658915	22-JAN-2019	RDA Enthusiast Brands, LLC
TASTE OF HOME	87448573	13-MAY-2017			RDA Enthusiast Brands, LLC
TASTE OF HOME	87982790	13-MAY-2017	6037773	21-APR-2020	RDA Enthusiast Brands, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
TASTE OF HOME	86412630	02-OCT-2014	4743201	26-MAY-2015	RDA Enthusiast Brands, LLC
TASTE OF HOME	75774879	12-AUG-1999	2955195	24-MAY-2005	RDA Enthusiast Brands, LLC
TASTE OF HOME	75177264	04-OCT-1996	2113908	18-NOV-1997	RDA Enthusiast Brands, LLC
TASTE OF HOME	74540727	21-JUN-1994	2002133	24-SEP-1996	RDA Enthusiast Brands, LLC
TASTE OF HOME COMFORT FOOD DIET	77131533	15-MAR-2007	3686510	22-SEP-2009	RDA Enthusiast Brands, LLC
TASTE OF HOME CONTEST WINNING ANNUAL RECIPES ----	78790950	13-JAN-2006	3383071	12-FEB-2008	RDA Enthusiast Brands, LLC
TASTE OF HOME LIVE	87103865	14-JUL-2016	5242853	11-JUL-2017	RDA Enthusiast Brands, LLC
TASTE OF HOME ONLINE COOKING SCHOOL	86593733	10-APR-2015	4855355	17-NOV-2015	RDA Enthusiast Brands, LLC
TASTE OF HOME ROAST	88062825	02-AUG-2018	5939173	17-DEC-2019	RDA Enthusiast Brands, LLC
TASTE OF HOME SIMPLE & DELICIOUS	78755269	16-NOV-2005	3636837	09-JUN-2009	RDA Enthusiast Brands, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
TASTE OF HOME TEST KITCHEN APPROVED	88031809	10-JUL-2018			RDA Enthusiast Brands, LLC
WORLD WIDE COUNTRY TOURS	75299827	28-MAY-1997	2248663	01-JUN-1999	RDA Enthusiast Brands, LLC
YOUR COOKING CLASS IS ALWAYS IN SESSION	86412213	01-OCT-2014	4743196	26-MAY-2015	RDA Enthusiast Brands, LLC
ALL IN A DAYS WORK	73391978	29-SEP-1982	1262379	27-DEC-1983	Trusted Media Brands, Inc.
BUILD IT. FIX IT. LIVE IT!	87311712	24-JAN-2017	5857874	10-SEP-2019	Trusted Media Brands, Inc.
BUILD IT. FIX IT. LIVE IT!	87976849	24-JAN-2017	5434935	27-MAR-2018	Trusted Media Brands, Inc.
COLOR ME DELICIOUS	86785737	13-OCT-2015	5033159	30-AUG-2016	Trusted Media Brands, Inc.
Design Only	74039450	19-MAR-1990	1647966	18-JUN-1991	Trusted Media Brands, Inc.
ENRICHU	86700557	22-JUL-2015	5033020	30-AUG-2016	Trusted Media Brands, Inc.
FAMILY HANDYMAN	76001728	16-MAR-2000	2427051	06-FEB-2001	Trusted Media Brands, Inc.
FAMILY HANDYMAN	75724135	08-JUN-1999	2329893	14-MAR-2000	Trusted Media Brands, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
GREAT GOOFS	76535489	08-AUG-2003	2924740	08-FEB-2005	Trusted Media Brands, Inc.
HANDY HINTS	74565215	24-AUG-1994	2018634	26-NOV-1996	Trusted Media Brands, Inc.
HUMOR IN UNIFORM	73268055	27-JUN-1980	1236209	03-MAY-1983	Trusted Media Brands, Inc.
LAUGHTER, THE BEST MEDICINE	71629054	01-MAY-1952	0570788	17-FEB-1953	Trusted Media Brands, Inc.
LIFE IN THE THESE UNITED STATES	71629055	01-MAY-1952	0574661	19-MAY-1953	Trusted Media Brands, Inc.
LIFERICH PUBLISHING	85847275	12-FEB-2013	4516023	15-APR-2014	Trusted Media Brands, Inc.
QUOTABLE QUOTES	86841952	08-DEC-2015	5149036	28-FEB-2017	Trusted Media Brands, Inc.
QUOTABLE QUOTES	73042485	23-JAN-1975	1028646	30-DEC-1975	Trusted Media Brands, Inc.
R.E.A.D. READ ENGAGE ADVANCE DEVELOP TOGETHER	86353972	31-JUL-2014	4918925	15-MAR-2016	Trusted Media Brands, Inc.
RD TEXT DIRECT	86231433	25-MAR-2014	4810918	15-SEP-2015	Trusted Media Brands, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
READER'S DIGEST	87549122	31-JUL-2017	5391988	30-JAN-2018	Trusted Media Brands, Inc.
READER'S DIGEST	78421699	19-MAY-2004	2929038	01-MAR-2005	Trusted Media Brands, Inc.
READER'S DIGEST	75132546	11-JUL-1996	2151348	14-APR-1998	Trusted Media Brands, Inc.
READER'S DIGEST	73040867	17-JAN-1975	1042251	29-JUN-1976	Trusted Media Brands, Inc.
READER'S DIGEST	73021446	15-MAY-1974	1029220	06-JAN-1976	Trusted Media Brands, Inc.
READER'S DIGEST	72166659	12-APR-1963	0761376	10-DEC-1963	Trusted Media Brands, Inc.
READER'S DIGEST SELECT EDITIONS	75247692	25-FEB-1997	2213367	22-DEC-1998	Trusted Media Brands, Inc.
READER'S DIGEST TRUSTED BRAND	86673769	25-JUN-2015	5032949	30-AUG-2016	Trusted Media Brands, Inc.
THE DIGEST	72422398	25-APR-1972	0987900	09-JUL-1974	Trusted Media Brands, Inc.
THE DIGEST DIET	85772680	06-NOV-2012	4518655	22-APR-2014	Trusted Media Brands, Inc.
THE FAMILY HANDYMAN	87550912	01-AUG-2017	5396467	06-FEB-2018	Trusted Media Brands, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
THE FAMILY HANDYMAN	74405130	21-JUN-1993	1830346	12-APR-1994	Trusted Media Brands, Inc.
THE FAMILY HANDYMAN DIY UNIVERSITY	86593746	10-APR-2015	4865959	08-DEC-2015	Trusted Media Brands, Inc.
TRUSTED MEDIA BRANDS	86631957	16-MAY-2015	5246895	18-JUL-2017	Trusted Media Brands, Inc.
TRUSTED STUDIOS	88523816	19-JUL-2019			Trusted Media Brands, Inc.
UNINSERT	75348399	28-AUG-1997	2223855	16-FEB-1999	Trusted Media Brands, Inc.
WORD POWER	75439298	19-FEB-1998	2253188	15-JUN-1999	Trusted Media Brands, Inc.
WORD POWER	74089810	20-AUG-1990	1678471	10-MAR-1992	Trusted Media Brands, Inc.