

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Reader's Digest Association, Inc.		03/16/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77543752	BEST YOU
Serial Number:	77525834	DOLLAR SAVVY
Serial Number:	77512491	EASY IDEAS FOR HANDS-ON PEOPLE
Registration Number:	3359388	FABULOUS FIVE-MINUTE STORIES
Registration Number:	3355820	FABULOUS FIVE-MINUTE STORIES
Serial Number:	77512003	FRESH HOME
Serial Number:	77421049	GREEN POWER
Registration Number:	0574661	LIFE IN THE THESE UNITED STATES
Serial Number:	77283552	LIFE WELL SHARED
Serial Number:	77331163	LIFE WELL SHARED
Registration Number:	3430450	LIFE WELL-SHARED.
Serial Number:	77558182	LIFE WELL SHARED
Serial Number:	77570870	MAKE IT MATTER
Serial Number:	77319784	OUR LIVING EARTH

OP \$540.00 77543752

Registration Number:	3566180	PUZZLE\$ & PRIZE\$
Registration Number:	3570914	PUZZLES & PRIZES
Registration Number:	3359405	READ AND WRITE WITH THE COUNTRY MOUSE AND THE CITY MOUSE
Serial Number:	77337978	READER'S DIGEST
Serial Number:	77337945	READER'S DIGEST RD.COM
Registration Number:	3359085	SUPER WORD POWER
Serial Number:	77401022	WONDERTUBE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1219
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/17/2009

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of dated as of March 16, 2009, is made by THE READER’S DIGEST ASSOCIATION, INC., a Delaware corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the “Agent”) for the lending and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of March 2, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DOCTOR ACQUISITION CO., a Delaware corporation, RDA HOLDING CO., a Delaware corporation, THE READER’S DIGEST ASSOCIATION, INC., a Delaware corporation, the Overseas Borrowers from time to time party thereto (together with the Company, the “Borrowers”), the Lenders, the Agent, CITICORP NORTH AMERICA, INC. and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Co-Syndication Agents, and THE ROYAL BANK OF SCOTLAND PLC, as Documentation Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and certain other related entities have executed and delivered a Guarantee and Collateral Agreement, dated as of March 2, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the ratable benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

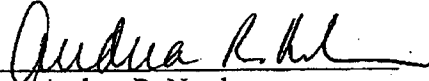
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement or Credit Agreement, the terms of the Guarantee and Collateral Agreement or Credit Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of this 16th day of March, 2009.

THE READER'S DIGEST ASSOCIATION, INC.

By: 
Name: Andrea R. Newborn
Title: Senior Vice President, General Counsel
and Secretary

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 

Name: TINA L. RUYTER
Title: VICE PRESIDENT

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK
RIGHTS]

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Registration Number/Serial Number	Owner
BEST YOU	77/543,752	The Reader's Digest Association, Inc.
DOLLAR SAVVY	77/525,834	The Reader's Digest Association, Inc.
EASY IDEAS FOR HANDS-ON PEOPLE	77/512,491	The Reader's Digest Association, Inc.
FABULOUS FIVE-MINUTE STORIES	3,359,388	The Reader's Digest Association, Inc.
FABULOUS FIVE-MINUTE STORIES AND DESIGN	3,355,820	The Reader's Digest Association, Inc.
FRESH HOME	77/512,003	The Reader's Digest Association, Inc.
GREEN POWER AND DESIGN	77/421,049	The Reader's Digest Association, Inc.
LIFE IN THE THESE UNITED STATES	574,661	The Reader's Digest Association, Inc.
LIFE WELL SHARED	77/283,552	The Reader's Digest Association, Inc.
LIFE WELL SHARED	77/331,163	The Reader's Digest Association, Inc.
LIFE WELL-SHARED.	3,430,450	The Reader's Digest Association, Inc.
LIFE WELL SHARED	77/558,182	The Reader's Digest Association, Inc.
MAKE IT MATTER	77/570,870	The Reader's Digest Association, Inc.
OUR LIVING EARTH	77/319,784	The Reader's Digest Association, Inc.
PUZZLES & PRIZES\$	3,566,180	The Reader's Digest Association, Inc.
PUZZLES & PRIZES	3,570,914	The Reader's Digest Association, Inc.
READ AND WRITE WITH THE COUNTRY MOUSE AND THE CITY MOUSE AND DESIGN	3,359,405	The Reader's Digest Association, Inc.
READER'S DIGEST AND DESIGN	77/337,978	The Reader's Digest Association, Inc.
READER'S DIGEST RD.COM AND DESIGN	77/337,945	The Reader's Digest Association, Inc.
SUPER WORD POWER	3,359,085	The Reader's Digest Association, Inc.

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Title	Registration Number/Serial Number	Owner
WONDERTUBE	77/401,022	The Reader's Digest Association, Inc.

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