

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.		02/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Collateral Agent
Street Address:	Corporate Client Services, Suite 1290
Internal Address:	50 South Sixth Street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	1262379	ALL IN A DAYS WORK
Registration Number:	2396367	ALL-STAR READERS
Registration Number:	3219113	AMERICA'S FAVORITE MAGAZINES
Registration Number:	3241608	ANIMAL ADVENTURES FOR YOUNG READERS
Registration Number:	3690410	BEST YOU
Registration Number:	3736940	BEST YOU
Serial Number:	77906223	BEST YOU HIVE
Registration Number:	2940818	BUILD-IT
Registration Number:	2269710	CARRYALONG
Registration Number:	2829630	CELEBREMOS LOS LIBROS
Registration Number:	2976909	CHANGEONE
Registration Number:	2936572	CLASSICS FOR BEGINNING READERS
Registration Number:	3030593	

OP \$2340.00 1262379

Registration Number:	0896534	
Registration Number:	1647966	
Registration Number:	2818011	
Registration Number:	3198916	
Registration Number:	3702919	DOLLAR SAVVY
Serial Number:	77512491	EASY IDEAS FOR HANDS-ON PEOPLE
Registration Number:	3350571	ENGLISH IN 20 MINUTES A DAY
Serial Number:	77755444	ENGLISH20
Registration Number:	3359388	FABULOUS FIVE-MINUTE STORIES
Registration Number:	3355820	FABULOUS FIVE-MINUTE STORIES
Registration Number:	3098563	FAMOUS FABLES
Serial Number:	77512003	FRESH HOME
Serial Number:	77421049	GREEN POWER
Registration Number:	1236209	HUMOR IN UNIFORM
Registration Number:	0570788	LAUGHTER, THE BEST MEDICINE
Registration Number:	0574661	LIFE IN THE THESE UNITED STATES
Registration Number:	3570668	LIFE WELL SHARED
Registration Number:	3430450	LIFE WELL-SHARED.
Registration Number:	3446890	LINDA
Registration Number:	1743922	LITTLE ANIMAL ADVENTURES
Serial Number:	77570870	MAKE IT MATTER
Serial Number:	77900092	MAN TESTED RECIPES
Registration Number:	2375856	MOVE-ALONG BEAD
Registration Number:	2907708	MOVIE THEATER STORYBOOK & MOVIE PROJECTOR
Registration Number:	3131410	MUSIC PLAYER STORYBOOK
Registration Number:	2204577	NATURE'S RAGE
Registration Number:	2898407	NICK OF TIME
Registration Number:	2411283	ON THE SPOT
Registration Number:	1828261	PARTNERS IN ENGLISH
Registration Number:	1829730	PARTNERS IN ENGLISH
Registration Number:	3566180	PUZZLE\$ & PRIZE\$
Registration Number:	3570914	PUZZLES & PRIZES
Registration Number:	1028646	"QUOTABLE QUOTES"
Registration Number:	3205842	RD STORE.COM
Registration Number:	3392230	RD.COM

Registration Number:	3171598	RD.COM
Registration Number:	3359405	READ AND WRITE WITH THE COUNTRY MOUSE AND THE CITY MOUSE
Registration Number:	2922466	READER'S DIGEST
Registration Number:	3030592	READER'S DIGEST
Registration Number:	2151348	READER'S DIGEST
Registration Number:	0746933	READER'S DIGEST
Registration Number:	0761376	READER'S DIGEST
Registration Number:	1042251	READER'S DIGEST
Registration Number:	1029220	READER'S DIGEST
Registration Number:	2929038	READER'S DIGEST
Registration Number:	3030594	READER'S DIGEST
Registration Number:	1668300	READER'S DIGEST
Serial Number:	77337978	READER'S DIGEST
Registration Number:	2333807	READER'S DIGEST CHILDREN'S BOOKS
Registration Number:	3234910	READER'S DIGEST FAITH
Registration Number:	1853969	READER'S DIGEST KIDS
Registration Number:	2825796	READER'S DIGEST NATIONAL WORD POWER CHALLENGE
Registration Number:	2830502	READERS DIGEST NATIONAL WORD POWER CHALLENGE
Registration Number:	2213367	READER'S DIGEST SELECT EDITIONS
Registration Number:	2084113	READER'S DIGEST YOUNG FAMILIES
Registration Number:	2111435	READER'S DIGEST YOUNG FAMILIES
Registration Number:	1585645	SELECCIONES
Registration Number:	2829632	SELECCIONES CASA
Registration Number:	0746934	SELECCIONES DEL READER'S DIGEST
Registration Number:	2829631	SELECCIONES SU SALUD. SU VIDA.
Registration Number:	0398386	SELECOES DO' READER'S DIGEST
Registration Number:	2398274	SIMPLER LIFE
Registration Number:	2352511	SIMPLER LIFE READER'S DIGEST
Registration Number:	2945054	SMALL MIRACLES
Registration Number:	2253838	SNAPPY FUN
Registration Number:	3359085	SUPER WORD POWER
Registration Number:	3338502	TAKE A BITE OUTTA LIFE!
Registration Number:	3093973	TALK PROVOKING
Registration Number:	1744491	THAT'S OUTRAGEOUS!

Registration Number:	0987900	THE DIGEST
Registration Number:	2211920	THE FIRST BIBLE COLLECTION
Registration Number:	3276093	THE READER'S DIGEST FAMILY INDEX
Registration Number:	3275671	THE READER'S DIGEST FAMILY INDEX FI
Registration Number:	2887204	THE WEEKEND READER
Registration Number:	1792613	TODAY'S BEST NONFICTION
Registration Number:	2223855	UNINSERT
Registration Number:	2517832	VIEWPOINTS ON HEALTH
Registration Number:	3603948	WONDERTUBE
Registration Number:	1678471	WORD POWER
Registration Number:	2253188	WORD POWER

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:	051200/0292
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	04/09/2010

Total Attachments: 9
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 19, 2010 is made by (i) The Reader's Digest Association, Inc., a Delaware corporation, located at 1 Reader's Digest Road, Pleasantville, NY 10570 (the "Grantor"), in favor of Wilmington Trust FSB, a federal savings bank located at Corporate Client Services, Suite 1290, 50 South Sixth Street, Minneapolis, MN 55402, Attention: Peter Finkel, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Security Agreement).

W I T N E S S E T H:

WHEREAS, Holdings, the Borrower and certain subsidiaries of the Borrower have entered into the Revolving Credit and Guarantee Agreement dated as of February 19, 2010 (as it may hereafter be amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement") with JPMorgan Chase Bank, N.A. as administrative agent and the other agents party thereto;

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

WHEREAS, Holdings, the Borrower and certain subsidiaries of the Borrower have entered into the Indenture dated as of February 11, 2010 (as it may hereafter be amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Indenture") with Wells Fargo Bank, N.A., as Trustee;

WHEREAS, in connection with the Credit Agreement and the Indenture, the Grantor has executed and delivered a Security Agreement, dated as of February 19, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; 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, the Grantor agrees, for the 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 Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"); provided, however, that this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is (i) prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained

of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Requirement of Law or the terms in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, or (ii) the grant of a security interest would result in the invalidity, unenforceability, voiding or cancellation of any Collateral (including, without limitation, any Trademark application filed on an intent to use basis).

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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. 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.

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 the day and year first above written.

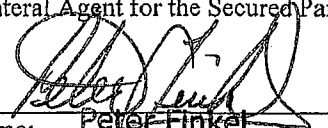
THE READER'S DIGEST ASSOCIATION, INC.

By: William H Magill
Name: William H. Magill
Title: Vice President and Treasurer
Date:

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004183 FRAME: 0589

WILMINGTON TRUST FSB,
as Collateral Agent for the Secured Parties

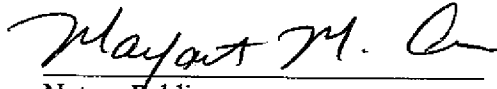
By: 
Name: ~~Peter Finkel~~
Title: Vice President
Date: February 19, 2010

[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF GRANTOR

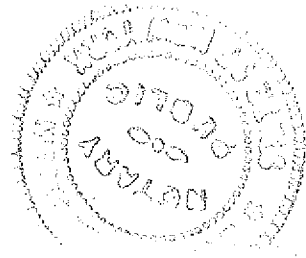
STATE OF NEW YORK)
) ss
COUNTY OF WESTCHESTER)

On the 18th day of February, 2010, before me personally came William H. Magill, who is personally known to me to be the Vice President & Treasurer of The Reader's Digest Association, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President & Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

MARGARET M. CASSIN
Notary Public, State of New York
No. 6135794
Qualified in Westchester County
Commission Expires Oct. 24, 2013



(PLACE STAMP AND SEAL ABOVE)

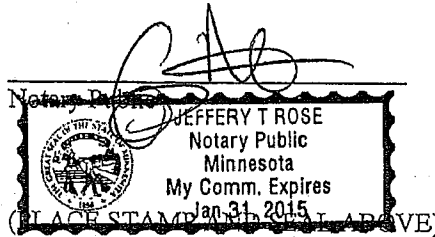
[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004183 FRAME: 0591

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF Minnesota,
COUNTY OF Hennepin)^{SS}

On the 19th day of February, 2010, before me personally came Peter Finkel, who is personally known to me to be the Vice President of Wilmington Trust FSB, a federal savings bank; who, being duly sworn, did depose and say that she/he is the Vice President in such federal savings bank, the federal savings bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such federal savings bank; and that she/he acknowledged said instrument to be the free act and deed of said federal savings bank.



[Signature Page to Grant of Security Interest in Trademark Rights]

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ALL IN A DAYS WORK	1,262,379
ALL-STAR READERS	2,396,367
AMERICA'S FAVORITE MAGAZINES	3,219,113
ANIMAL ADVENTURES FOR YOUNG READERS AND DESIGN	3,241,608
BEST YOU	3,690,410
BEST YOU	3,736,940
BEST YOU HIVE	77/906,223
BUILD-IT	2,940,818
CARRYALONG	2,269,710
CELEBREMOS LOS LIBROS	2,829,630
CHANGEONE	2,976,909
CLASSICS FOR BEGINNING READERS AND DESIGN	2,936,572
DESIGN ONLY	3,030,593
DESIGN ONLY	896,534
DESIGN ONLY	1,647,966
DESIGN ONLY	2,818,011
DESIGN ONLY	3,198,916
DOLLAR SAVVY	3,702,919
EASY IDEAS FOR HANDS-ON PEOPLE	77/512,491
ENGLISH IN 20 MINUTES A DAY	3,350,571
ENGLISH20	77/755,444
FABULOUS FIVE-MINUTE STORIES	3,359,388
FABULOUS FIVE-MINUTE STORIES AND DESIGN	3,355,820
FAMOUS FABLES AND DESIGN	3,098,563
FRESH HOME	77/512003
GREEN POWER AND DESIGN	77/421049
HUMOR IN UNIFORM	1,236,209
LAUGHTER, THE BEST MEDICINE	570,788
LIFE IN THESE UNITED STATES	574,661
LIFE WELL SHARED	3,570,668
LIFE WELL-SHARED.	3,430,450
LINDA	3,446,890
LITTLE ANIMAL ADVENTURES	1,743,922
MAKE IT MATTER	77/570870
MAN TESTED RECIPES	77/900092
MOVE-ALONG BEAD	2,375,856

MOVIE THEATER STORYBOOK & MOVIE PROJECTOR	2,907,708
MUSIC PLAYER STORYBOOK	3,131,410
NATURE'S RAGE	2,204,577
NICK OF TIME	2,898,407
ON THE SPOT	2,411,283
PARTNERS IN ENGLISH	1,828,261
PARTNERS IN ENGLISH	1,829,730
PUZZLES\$ & PRIZES\$	3,566,180
PUZZLES & PRIZES	3,570,914
"QUOTABLE QUOTES"	1,028,646
RD STORE.COM	3,205,842
RD.COM	3,392,230
RD.COM	3,171,598
READ AND WRITE WITH THE COUNTRY MOUSE AND THE CITY MOUSE AND DESIGN	3,359,405
READER'S DIGEST	2,922,466
READER'S DIGEST	3,030,592
READER'S DIGEST	2,151,348
READER'S DIGEST	746,933
READER'S DIGEST	761,376
READER'S DIGEST	1,042,251
READER'S DIGEST	1,029,220
READER'S DIGEST	2,929,038
READER'S DIGEST AND DESIGN	3,030,594
READER'S DIGEST AND DESIGN	1,668,300
READER'S DIGEST AND DESIGN	77/337978
READER'S DIGEST CHILDREN'S BOOKS	2,333,807
READER'S DIGEST FAITH	3,234,910
READER'S DIGEST KIDS	1,853,969
READER'S DIGEST NATIONAL WORD POWER CHALLENGE	2,825,796
READERS DIGEST NATIONAL WORD POWER CHALLENGE AND DESIGN	2,830,502
READER'S DIGEST SELECT EDITIONS	2,213,367
READER'S DIGEST YOUNG FAMILIES	2,084,113
READER'S DIGEST YOUNG FAMILIES	2,111,435
SELECCIONES	1,585,645
SELECCIONES CASA	2,829,632
SELECCIONES DEL READER'S DIGEST	746,934
SELECCIONES SU SALUD. SU VIDA.	2,829,631
SELECOES READER'S DIGEST	398,386
SIMPLER LIFE	2,398,274
SIMPLER LIFE READER'S DIGEST AND DESIGN	2,352,511
SMALL MIRACLES	2,945,054

SNAPPY FUN	2,253,838
SUPER WORD POWER	3,359,085
TAKE A BITE OUTTA LIFE!	3,338,502
TALK PROVOKING	3,093,973
THAT'S OUTRAGEOUS!	1,744,491
THE DIGEST	987,900
THE FIRST BIBLE COLLECTION AND DESIGN	2,211,920
THE READER'S DIGEST FAMILY INDEX	3,276,093
THE READER'S DIGEST FAMILY INDEX FI AND DESIGN	3,275,671
THE WEEKEND READER	2,887,204
TODAY'S BEST NONFICTION	1,792,613
UNsert	2,223,855
VIEWPOINTS ON HEALTH	2,517,832
WONDERTUBE	3,603,948
WORD POWER	1,678,471
WORD POWER	2,253,188