

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331221

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		01/30/2015	National Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Weider Publications, LLC
<b>Street Address:</b>	1000 AMERICAN MEDIA WAY
<b>City:</b>	BOCA RATON
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33464
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1994180	FIT PREGNANCY
Registration Number:	2188470	FIT PREGNANCY
Registration Number:	4025718	FITPREGNANCY
Registration Number:	2259027	NATURAL HEALTH
Registration Number:	4020540	NATURAL HEALTH
Registration Number:	2189909	SHAPE
Registration Number:	1525562	SHAPE
Registration Number:	1495154	SHAPE
Registration Number:	2741626	SHAPE
Registration Number:	1498564	SHAPE
Registration Number:	2931313	SHAPE
Serial Number:	85042777	SHAPE
Registration Number:	4529980	SHAPE
Registration Number:	2910852	SHAPE EN ESPANOL
Registration Number:	2997457	SHAPE EN ESPANOL
Registration Number:	2639482	SHAPE ESCAPE
Registration Number:	3491928	SHAPE PILATES FOR PINK
Registration Number:	3491940	SHAPE PILATES FOR PINK

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85236585	FIT PREGNANCY

**CORRESPONDENCE DATA**

**Fax Number:** 3129847700

*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:** 312-372-2000

**Email:** jmikulina@mwe.com, kwalsh@mwe.com

**Correspondent Name:** Kelly Walsh, McDermott Will & Emery LLP

**Address Line 1:** 227 W. Monroe Street, Suite 4400

**Address Line 4:** Chicago, ILLINOIS 60606-5096

<b>ATTORNEY DOCKET NUMBER:</b>	025955-0117
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/
<b>DATE SIGNED:</b>	02/05/2015

**Total Attachments: 8**

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NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of January 30, 2015 is made by Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), in its capacity as the collateral agent (referred to herein as the "Collateral Agent"), for the Secured Parties, in favor of Weider Publications, LLC (collectively with its successors and assigns, the "Company"), pursuant to that certain Collateral Agreement dated as of December 22, 2010 (and as the same may be further amended or modified from time to time, the "Collateral Agreement") among the Pledgors party thereto, the Company and the Collateral Agent, as executed in connection with that certain Indenture dated as of December 22, 2010 among American Media, Inc. and the Collateral Agent relating to the 13½% Second Lien Senior Secured Notes due 2018.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company and the other Pledgors party thereto, have executed and delivered (i) that certain Trademark Security Agreement, dated as of December 22, 2010, in favor of the Collateral Agent for the benefit of the Secured Parties, (together with any and all amendments and modifications from time to time thereafter, the "2010 Trademark Security Agreement"), and (ii) that certain Trademark Security Agreement, dated as of October 30, 2013, in favor of the Collateral Agent for the benefit of the Secured Parties, (together with any and all amendments and modifications from time to time thereafter, the "2013 Trademark Security Agreement"), and together with the 2010 Trademark Security Agreement and the Collateral Agreement, collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Company pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the Trademark Collateral, including but not limited to the trademarks, service marks, and trademark and service mark registrations and applications set forth on Schedule I attached hereto (the "Released Trademarks");

WHEREAS, in connection with the termination of the Security Agreements with respect to the Released Trademarks and the release of any and all right, title and interest the Collateral Agent may have in the Released Trademarks pursuant to the Security Agreements, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the 2010 Trademark Security Agreement, 2013 Trademark Security Agreement and Collateral Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. In connection with a sale of Collateral permitted by the Credit Agreement pursuant to the Asset Purchase Agreement dated as of January 26, 2015 by and among Meredith Corporation, Weider Publications, LLC and American Media, Inc., the Collateral Agent does hereby release, relinquish and discharge its security interest in all of the Company's right, title and interest in, to and under the Released Trademarks of the Company as listed on Schedule I attached hereto, together with all the goodwill of the business symbolized thereby. This Release is applicable only and solely with respect to the Released Trademarks and to no other Trademark Collateral arising under the Security Agreements (the "Other Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreements with respect to all such Other Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Other Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

SECTION 3. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to conflicts of law principles.

SECTION 4. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signatures Follow On Next Page.]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto effective as of the date set forth above.

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: **Jane Schweiger**  
Title: **Vice President**

[Signature Page -- Notice of Release of Security Interest in Trademark Rights (Second Lien)]

**TRADEMARK**  
**REEL: 005453 FRAME: 0982**

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Trademark	Status	Application No.	Registration No.	File Date	Reg. Date	Class
FIT PREGNANCY	Registered	74620491	1994180	1/12/1995	8/13/1996	16 Int.
FIT PREGNANCY	Registered	75230627	2188470	1/24/1997	9/8/1998	42 Int.
FIT PREGNANCY	Registered	85236831	4025718	2/8/2011	9/13/2011	16 Int.
NATURAL HEALTH	Registered	75424593	2259027	1/28/1998	7/6/1999	16 Int.
NATURAL HEALTH	Registered	85124074	4020540	9/7/2010	8/30/2011	16 Int.
SHAPE	Registered	75230630	2189909	1/24/1997	9/15/1998	42 Int.
SHAPE	Registered	73292633	1525562	1/12/1981	2/21/1989	16 Int.
SHAPE	Registered	73490231	1495154	7/16/1984	7/5/1988	25 Int.
Shape (design)	Registered	76454921	2741626	9/23/2002	7/29/2003	16 Int., 41 Int.
SHAPE (design)	Registered	73440747	1498564	8/24/1983	8/2/1988	16 Int.
SHAPE (design)	Registered	76475872	2931313	12/17/2002	3/8/2005	09 Int.
SHAPE (design)	Pending	85042777		5/19/2010		41 Int.
SHAPE (design)	Registered	85450819	4529980	10/19/2011	5/13/2014	05 Int.
SHAPE EN ESPANOL	Registered	78313419	2910852	10/14/2003	12/14/2004	16 Int.
SHAPE EN ESPANOL	Registered	78405527	2997457	4/21/2004	9/20/2005	41 Int.
SHAPE ESCAPE	Registered	76369132	2639482	2/7/2002	10/22/2002	41 Int.
SHAPE PILATES FOR PINK	Registered	77365333	3491928	1/7/2008	8/26/2008	36 Int.
SHAPE PILATES FOR PINK [stylized]	Registered	77367844	3491940	1/9/2008	8/26/2008	36 Int.
FIT PREGNANCY	Published	85236585				05 Int.

## Foreign Trademark Registrations and Applications

Trademark	Status	Application No.	Registration No.	Country	File Date	Reg. Date	Class
FIT PREGNANCY	Registered	2.973.969	2.417.559	Argentina	7/31/1998	3/22/2000	16 Int.
FIT PREGNANCY	Registered	2.973.972	2.424.788	Argentina	7/31/1998	3/22/2000	42 Int.
FIT PREGNANCY	Registered	2.973.974	2.424.789	Argentina	2/21/1991	2/21/1991	44 Int.
FIT PREGNANCY	Registered	3.100.654	2.533.070	Argentina	7/1/2011	10/19/2012	41 Int.
SHAPE	Registered	2.973.986	2.417.560	Argentina	7/31/1998	3/22/2000	16 Int.
SHAPE	Registered	3309230	2.690.310	Argentina	7/31/1998	2/15/2004	42 Int.
SHAPE	Registered	3309229	2.680.145	Argentina	2/14/2014	2/25/2014	42 Int.
SHAPE	Pending	3309230		Argentina	2/14/2014		41 Int.
FIT PREGNANCY	Registered	792057	792057	Australia	4/26/1999	4/26/1999	09 Int., 16 Int., 25 Int., 41 Int.
SHAPE	Registered	792056	792056	Australia	4/26/1999	4/26/1999	09 Int., 16 Int., 42 Int.
SHAPE	Registered	AM703897	179026	Austria	12/15/1997	11/17/1998	16 Int., 25 Int., 42 Int.
SHAPE	Registered	AM196195	158574	Austria	4/6/1995	7/31/1995	16 Int., 25 Int.
SHAPE	Registered	845701	573055	Benelux	4/4/1995	4/4/1995	16 Int., 25 Int.
"S" logo (for Shape apparel)	Published	840801300		Brazil	2/24/2014		25 Int.
"S" logo (for Shape apparel)	Published	840801297		Brazil	2/24/2014		25 Int.
FIT PREGNANCY	Registered	820,952,400	820952400	Brazil	9/30/1998	2/13/2007	16 Int.
FIT PREGNANCY	Registered	820,952,540	820,952,540	Brazil	9/30/1998	7/22/2008	42 Int.
SHAPE	Registered		813495881	Brazil		10/10/1989	16 Int.
SHAPE	Registered		813495911	Brazil		10/10/1989	
"S" logo (for Shape apparel)	Pending	1657277		Canada	12/20/2013		
"S" logo (for Shape apparel)	Pending	1657227		Canada	12/20/2013		

Trademark	Status	Application No.	Registration No.	Country	File Date	Reg. Date	Class
FIT PREGNANCY	Registered	1,033,364	TMA549,429	Canada	10/25/1999	8/7/2001	16 Int.
IN SHAPE FOR LIFE	Registered	503581	TMA297209	Canada	5/16/1983	11/16/1984	16 Int.
NATURAL HEALTH	Registered	1033690	TMA709,880	Canada	10/25/1999	3/18/2008	16 Int.
SHAPE	Registered	1028146	TMA544976	Canada	9/8/1999	5/11/2001	16 Int.
SHAPE (design)	Registered	1028147	TMA544977	Canada	9/18/1999	5/11/2001	16 Int., 42 Int.
SHAPE COOKS	Registered	1033693	TMA551894	Canada	10/25/1999	10/3/2001	16 Int.
SHAPE METHOD, THE	Pending	1657907		Canada	12/27/2013		
SHAPE UP	Registered	328,850	TMA174822	Canada	12/24/1969	3/5/1971	
FIT PREGNANCY	Registered	2000191929	1,760,899	China	12/8/2000	5/7/2002	16 Int.
FIT PREGNANCY	Pending			China	9/16/2014		09 Int.
FIT PREGNANCY	Pending			China	9/16/2014		41 Int.
SHAPE	Registered	2000191927	1725045	China	12/8/2000	3/7/2002	16 Int.
SHAPE	Pending			China	9/16/2014		09 Int.
SHAPE	Pending			China	9/16/2014		41 Int.
FIT PREGNANCY	Registered	128399	235,364	Czech Republic	12/12/1997	8/27/2001	16 Int., 25 Int., 41 Int., 42 Int.
SHAPE	Registered	128394	221620	Czech Republic	12/12/1997	12/27/1999	16 Int., 25 Int., 41 Int., 42 Int.
"S" logo (for Shape apparel)	Registered	012660593	012660593	European Community	3/4/2014	7/16/2014	25 Int.
"S" logo (for Shape apparel)	Registered	012660833	012660833	European Community	3/4/2014	5/22/2014	25 Int.
JOE WEIDER'S NATURAL HEALTH	Registered	1658962	1658962	European Community	5/16/2000	7/10/2001	09 Int., 16 Int., 42 Int.
FIT PREGNANCY	Registered	98,727,680	98,727,680	France	4/10/1998	4/10/1998	16 Int., 25 Int., 42 Int.
SHAPE	Registered	158171	1553311	France	10/2/1989	10/2/1989	16 Int.
SHAPE	Registered	98,727,675	98,727,675	France	4/10/1998	4/10/1998	25 Int., 42 Int.
FIT PREGNANCY	Registered	397 59 188.8	397 59 188	Germany	12/10/1997	4/24/1998	16 Int., 25 Int., 42 Int.
SHAPE	Registered	39514607.0	39514607	Germany	4/4/1995	9/21/1999	16 Int., 25 Int.



Trademark	Status	Application No.	Registration No.	Country	File Date	Reg. Date	Class
SHAPE	Registered	397 59 182	397 59 182	Germany	12/10/1997	4/24/1998	16 Int., 25 Int., 42 Int.
SHAPE FIT MAMA	Registered	30124030.2/09	30124030	Germany	4/12/2001	8/6/2001	09 Int., 25 Int., 38 Int., 41 Int.
SHAPE FIT MAMA	Registered	30116363.4/16	30116363	Germany	3/12/2001	3/12/2002	16 Int., 28 Int.
FIT PREGNANCY	Registered	135.483	135.483	Greece	12/17/1997	8/17/1999	16 Int.
SHAPE	Registered	135473	135.473	Greece	12/17/1997	8/17/1999	16 Int., 42 Int.
SHAPE	Registered	9801299	2000B01848	Hong Kong	2/4/1998	1/27/2000	16 Int.
FIT PREGNANCY	Registered	M97 04647	155 721	Hungary	12/12/1997	12/12/1997	16 Int.
SHAPE	Registered	M9704650	155 725	Hungary	12/12/1997	12/12/1997	16 Int., 25 Int., 42 Int.
SHAPE (design)	Registered	M9905906	164 411	Hungary	12/16/1999	12/16/1999	16 Int., 25 Int., 41 Int.
SHAPE KIADVANY FITT MAMA	Registered	MOO0367	167707	Hungary	6/29/2000	6/29/2000	09 Int., 16 Int., 41 Int.
SHAPE	Registered	D00.2008.009750	IDM000222644	Indonesia	3/19/2008	10/15/2009	16 Int.
FIT PREGNANCY	Registered	1091/98	207028	Ireland	3/25/1998	3/25/1998	16 Int.
SHAPE	Registered	139098	208905	Ireland	4/9/1998	4/9/1998	16 Int.
SHAPE	Registered	109698	209493	Ireland	3/25/1998	3/25/1998	25 Int., 42 Int.
SHAPE	Registered	98000	98000	Israel	4/10/1995	2/5/1998	16 Int.
SHAPE	Registered	98001	98001	Israel	4/10/1995	10/28/1997	25 Int.
FIT PREGNANCY	Registered	TO98C001271	816091	Italy	4/16/1998	5/30/2000	16 Int., 25 Int., 42 Int.
SHAPE	Registered		MI2014C010415	Italy	1/8/1985	1/8/1995	05 Int., 16 Int., 25 Int., 28 Int.
SHAPE	Registered	MI95C007596	1091484	Italy	7/24/1995	10/15/1997	16 Int., 25 Int.
"S" logo (for Shape apparel)	Pending	40-2014-12671		Korea, Republic of	2/25/2014		25 Int.
"S" logo (for Shape apparel)	Pending	40-2014-12672		Korea, Republic of	2/25/2014		25 Int.
FIT PREGNANCY	Registered	30126/1999	481866	Korea, Republic of	8/17/1999	11/21/2000	16 Int.
SHAPE	Registered	19980004971	438279	Korea, Republic of	2/24/1998	1/18/1999	16 Int.
SHAPE	Registered	M-08-1053	M 61 835	Latvia	7/3/2008	2/20/2010	16 Int.

Trademark	Status	Application No.	Registration No.	Country	File Date	Reg. Date	Class
SHAPE	Registered	2008 1550	59463	Lithuania	7/8/2008	7/8/2008	16 Int.
SHAPE	Registered	8013525	8013525	Malaysia	7/10/2008	7/10/2008	16 Int.
JOE WEIDER'S SHAPE AND DESIGN	Registered	240,237	352,037	Mexico	7/22/1986	8/30/1988	16 Int.
NATURAL HEALTH	Registered	686,533	862,873	Mexico	11/8/2004	11/8/2004	16 Int.
NATURAL HEALTH	Registered	1332055	1355992	Mexico	12/6/2012	12/6/2012	41 Int.
Natural Health - exclusive right to use	Pending	04-2004- 121013594000		Mexico	12/2/2004		16 Int.
SHAPE	Registered	589,857	852,063	Mexico	2/26/2003	2/26/2003	16 Int.