

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN MEDIA, INC.		03/06/2015	CORPORATION: DELAWARE
AMI CELEBRITY PUBLICATIONS, LLC		03/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
COUNTRY MUSIC MEDIA GROUP, INC.		03/06/2015	CORPORATION: DELAWARE
ODYSSEY MAGAZINE PUBLISHING GROUP, INC.		03/06/2015	CORPORATION: DELAWARE
WEIDER PUBLICATIONS, LLC		03/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee and Collateral Agent		
Street Address:	50 S. SIXTH STREET		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	3714196		
Registration Number:	1230662		
Registration Number:	1340659	FLEX	
Registration Number:	2186743	FLEX	
Registration Number:	1639082	GLOBE	
Registration Number:	2997451	GLOBE	
Registration Number:	2433879	H.U.G.E. HARDGAINERS ULTIMATE GROWTH ENH	
Registration Number:	2285899	HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT	
Registration Number:	2472316	HERS	
Registration Number:	4615463	INPRINT	
Registration Number:	2013496	INTERNATIONAL ASTROLOGICAL SOCIETY	
Registration Number:	4569148	JACKED IN A BOX	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1956592	MEN'S FITNESS
Registration Number:	1519426	MEN'S FITNESS
Registration Number:	2197109	MEN'S FITNESS
Registration Number:	4509454	MEN'S FITNESS
Registration Number:	4556230	MEN'S FITNESS
Registration Number:	2042896	MINI MAG
Registration Number:	2241439	MM MICRO MAGS
Registration Number:	2692744	MUSCLE & FITNESS
Registration Number:	2254062	MUSCLE & FITNESS
Registration Number:	2775097	MUSCLE & FITNESS
Registration Number:	2856392	MUSCLE & FITNESS
Registration Number:	2842210	MUSCLE & FITNESS
Registration Number:	3009086	MUSCLE & FITNESS
Registration Number:	2842209	MUSCLE & FITNESS
Registration Number:	2686042	MUSCLE & FITNESS
Registration Number:	2842208	MUSCLE & FITNESS HERS
Registration Number:	2708922	MUSCLE & FITNESS HERS
Registration Number:	0736824	NATIONAL ENQUIRER
Registration Number:	2373131	NATIONAL ENQUIRER
Registration Number:	2625275	NATIONAL EXAMINER
Registration Number:	1901212	OK!
Registration Number:	3244356	OK!
Registration Number:	3815852	OK!
Registration Number:	4132084	OK! USA
Registration Number:	3241733	OK! WEEKLY
Registration Number:	4259324	RADAR ONLINE
Registration Number:	4417913	RADAR ONLINE
Registration Number:	3531006	RADAR ONLINE
Registration Number:	4037777	RADARONLINE.COM
Registration Number:	4251694	RADAR ONLINE.COM
Registration Number:	4103324	REALITY WEEKLY
Registration Number:	2045528	SHEELA WOOD'S
Registration Number:	1491072	SOAP OPERA DIGEST
Registration Number:	2398877	SOAP OPERA WEEKLY
Registration Number:	4279274	STAR
Registration Number:	1224966	STAR
Registration Number:	2751537	STAR
Registration Number:	2484118	STAR PEOPLE

Property Type	Number	Word Mark
Registration Number:	2199246	SUN
Registration Number:	4519134	THE NEW MEASURE OF SUCCESS
Serial Number:	86130249	MEN'S FITNESS
Serial Number:	85236589	MUSCLE & FITNESS
Serial Number:	85320082	MUSCLE & FITNESS
Serial Number:	86352461	RADAR

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.

Email: jbraibanti@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Jill C. Braibanti

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21038-001
NAME OF SUBMITTER:	Jill C. Braibanti
SIGNATURE:	/Jill C. Braibanti/
DATE SIGNED:	03/30/2015

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 6, 2015, by AMERICAN MEDIA, INC., AMI CELEBRITY PUBLICATIONS, LLC, COUNTRY MUSIC MEDIA GROUP, INC., ODYSSEY MAGAZINE PUBLISHING GROUP, INC. and WEIDER PUBLICATIONS, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Wilmington Trust, National Association, in its capacity as the collateral agent (in such capacity, the “Collateral Agent”) under the Indenture, dated as of January 20, 2015 among American Media, Inc., the guarantors party thereto and Wilmington Trust, National Association, as trustee and Collateral Agent (the “Indenture”) relating to the 7.00% Second Lien Senior Secured Notes due 2020.

WITNESSETH:

WHEREAS, the Pledgors are party to a Collateral Agreement, dated as of January 20, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent for the benefit of the Secured Parties identified therein pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto, together with all goodwill associated therewith; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.13 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.

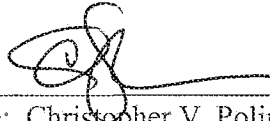
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF (I) THE PARI SECOND LIEN INTERCREDITOR AGREEMENT DATED AS OF JANUARY 20, 2015 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG WILMINGTON TRUST, NATIONAL ASSOCIATION (AS SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB), AS SECOND LIEN TRUSTEE AND SECOND LIEN COLLATERAL AGENT AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NEW SECOND LIEN TRUSTEE AND NEW SECOND LIEN COLLATERAL AGENT AND (II) THE JUNIOR LIEN INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 22, 2010 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG AMERICAN MEDIA, INC., THE GRANTORS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS AGENT AND REVOLVING CREDIT COLLATERAL AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION (AS SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB), AS FIRST LIEN TRUSTEE AND FIRST LIEN COLLATERAL AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION (AS SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB), AS SECOND LIEN TRUSTEE AND SECOND LIEN COLLATERAL AGENT, AND EACH ADDITIONAL COLLATERAL AGENT FROM TIME TO TIME PARTY THERETO.

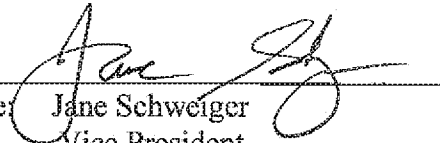
[signature page follows]

AMERICAN MEDIA, INC.
AMI CELEBRITY PUBLICATIONS, LLC
COUNTRY MUSIC MEDIA GROUP, INC.
ODYSSEY MAGAZINE PUBLISHING GROUP,
INC.
WEIDER PUBLICATIONS, LLC

By: 
Name: Christopher V. Polimeni
Title: Executive Vice President, Chief Financial
Officer and Treasurer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

SCHEDULE I

U.S. Trademark Registrations

TRADEMARK	COUNTRY	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	INT. CLASSES
BLUE DOT	USA	77598644	23-Oct-08	3714196	24-Nov-09	16
DESIGN (OF A STAR WITHIN A DARK SQUARE)	USA	73217522	29-May-79	1230662	8-Mar-83	16
FLEX	USA	73473476	2-Apr-84	1340659	11-Jun-85	16
FLEX	USA	75231063	24-Jan-97	2186743	1-Sep-98	42
GLOBE	USA	74060376	12-Mar-90	1639082	26-Mar-91	16
GLOBE	USA	78405037	20-Apr-04	2997451	20-Sep-05	41
H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	USA	75492541	23-May-98	2433879	6-Mar-01	16
HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	USA	75209144	6-Dec-96	2285899	12-Oct-99	16
HERS	USA	75827278	21-Oct-99	2472316	24-Jul-01	16
INPRINT	USA	86251690	14-Apr-14	4615463	30-Sep-14	9
INTERNATIONAL ASTROLOGICAL SOCIETY	USA	74731935	18-Sep-95	2013496	5-Nov-96	16
JACKED IN A BOX	USA	85841222	5-Feb-13	4569148	15-Jul-14	35
MEN'S FITNESS	USA	74664965	24-Apr-95	1956592	13-Feb-96	16
MEN'S FITNESS	USA	73679354	19-Aug-87	1519426	3-Jan-89	16
MEN'S FITNESS	USA	75230631	24-Jan-97	2197109	20-Oct-98	42
MEN'S FITNESS	USA	85915558	26-Apr-13	4509454	8-Apr-14	16
MEN'S FITNESS	USA	85236428	8-Feb-11	4556230	24-Jun-14	5
MINI MAG	USA	74730349	18-Sep-95	2042896	11-Mar-97	16
MM MICRO MAGS	USA	75169313	20-Sep-96	2241439	27-Apr-99	16
MUSCLE & FITNESS	USA	76379152	22-Feb-02	2692744	4-Mar-03	16
MUSCLE & FITNESS	USA	75231064	24-Jan-97	2254062	15-Jun-99	42
MUSCLE & FITNESS	USA	76461984	28-Oct-02	2775097	21-Oct-03	35
MUSCLE & FITNESS	USA	76381533	1-Mar-02	2856392	22-Jun-04	41

TRADEMARK	COUNTRY	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	INT. CLASSES
MUSCLE & FITNESS	USA	76379510	22-Feb-02	2842210	18-May-04	41
MUSCLE & FITNESS	USA	76379150	22-Feb-02	3009086	25-Oct-05	9, 16
MUSCLE & FITNESS (Stylized)	USA	76379508	22-Feb-02	2842209	18-May-04	41
MUSCLE & FITNESS (Stylized)	USA	76379509	22-Feb-02	2686042	11-Feb-03	16
MUSCLE & FITNESS HERS	USA	76379156	22-Feb-02	2842208	18-May-04	41
MUSCLE & FITNESS HERS	USA	76379154	22-Feb-02	2708922	22-Apr-03	16
NATIONAL ENQUIRER	USA	72128501	25-Sep-61	0736824	28-Aug-62	16
NATIONAL ENQUIRER	USA	75116089	7-Jun-96	2373131	1-Aug-00	42
NATIONAL EXAMINER	USA	78097907	12-Dec-01	2625275	24-Sep-02	16
OK! (design)	USA	74378223	12-Apr-93	1901212	20-Jun-95	16
OK! (design)	USA	78860879	13-Apr-06	3244356	22-May-07	16
OK! (design)	USA	78861030	13-Apr-06	3815852	6-Jul-10	9, 41
OK! USA (design)	USA	85976475	18-Jan-11	4132084	24-Apr-12	9, 16, 41
OK! WEEKLY (design)	USA	78831087	7-Mar-06	3241733	15-May-07	16
RADAR ONLINE	USA	85977428	11-Feb-11	4259324	11-Dec-12	41
RADAR ONLINE	USA	85854742	20-Feb-13	4417913	15-Oct-13	41
RADAR ONLINE	USA	78540108	30-Dec-04	3531006	11-Nov-08	9, 41
Radaronline.com	USA	85234656	4-Feb-11	4037777	11-Oct-11	41
Radaronline.com	USA	85977776	11-Feb-11	4251694	27-Nov-12	41
REALITY WEEKLY	USA	85299029	19-Apr-11	4103324	21-Feb-12	16, 41
SHEELA WOOD'S	USA	74730403	18-Sep-95	2045528	18-Mar-97	16
SOAP OPERA DIGEST	USA	73637033	23-Dec-86	1491072	7-Jun-88	16
SOAP OPERA WEEKLY	USA	75270729	8-Apr-97	2398877	31-Oct-00	16
STAR	USA	85643193	5-Jun-12	4279274	22-Jan-13	16
STAR	USA	73182128	4-Aug-78	1224966	25-Jan-83	16
STAR	USA	75116088	7-Jun-96	2751537	19-Aug-03	41
STAR PEOPLE	USA	75430247	6-Feb-98	2484118	4-Sep-01	16
SUN	USA	75160019	3-Sep-96	2199246	27-Oct-98	16
THE NEW MEASURE OF SUCCESS	USA	85916218	26-Apr-13	4519134	22-Apr-14	16, 41

U.S. Trademark Applications

TRADEMARK	COUNTRY	APPLICATION NO	APPLICATION DATE	INT. CLASSES
MEN'S FITNESS	United States of America	86130249	26-Nov-13	25
MUSCLE & FITNESS	United States of America	85236589	8-Feb-11	5
MUSCLE & FITNESS (Stylized)	United States of America	85320082	13-May-11	5
RADAR	United States of America	86352461	30-Jul-14	41