

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEREDITH CORPORATION		08/21/2019	Corporation: IOWA
TI GOTHAM INC.		08/21/2019	Corporation: DELAWARE
Hello Giggles, Inc.		08/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	200 Bay Street, South Tower, 12th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5760354	SUCCESSFUL FARMING	
Serial Number:	88471559	BADASS WOMEN	
Serial Number:	88479425	THE BADASS 50	
Registration Number:	5745759	HG	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	212.318.6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 PARK AVE, 28TH FLOOR		
Address Line 2:	C/O PAUL HASTINGS LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/Alana Gramer/		
DATE SIGNED:	08/21/2019		

OP \$115.00 5760354

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2019 (this "**Agreement**") among the Grantors signatory hereto (the "**Grantors**") and ROYAL BANK OF CANADA, located at 200 Bay Street, South Tower, 12th Floor, Toronto, Ontario M5J 2W7, Canada, as Collateral Agent for the Secured Parties (the "**Collateral Agent**").

Reference is made to the Security Agreement, dated as of January 31, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among MEREDITH CORPORATION, an Iowa corporation, located at 1716 Locust Street, Des Moines, Iowa 50309, (the "**Borrower**"), as Grantor, the other Grantors party thereto from time to time and the Collateral Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of January 31, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Subsidiary Guarantors party thereto from time to time, each lender party thereto from time to time (collectively, the "**Lenders**" and individually, a "**Lender**") and Royal Bank of Canada, as Swingline Lender, Administrative Agent and Collateral Agent. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and 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**"):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, and
- (b) all goodwill connected with the use thereof and symbolized

thereby; *provided* that the grant of security interest shall not include any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that a Lien on such intent-to-use trademark applications prior to such filings would adversely affect the enforceability or validity of such intent-to-use trademark applications.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to any Intercreditor Agreement (if in effect) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder and any Intercreditor Agreement (if in effect) is subject to the limitations and provisions of any Intercreditor Agreement (if in effect). In the event of any conflict between the terms of any Intercreditor Agreement (if in effect) and the terms of this Agreement, the terms of the Intercreditor Agreement (if in effect) shall govern.

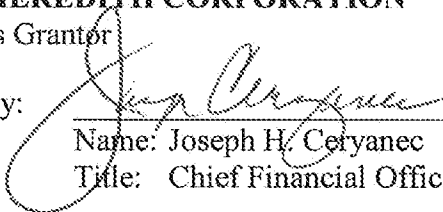
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEREDITH CORPORATION

as Grantor

By:

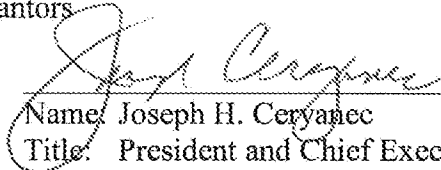

Name: Joseph H. Ceryanec
Title: Chief Financial Officer

TI GOTHAM INC.

HELLO GIGGLES, INC.

as Grantors

By:


Name: Joseph H. Ceryanec
Title: President and Chief Executive Officer

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Ann, Hurley
Title: Manager, Agency

[Signature Page for Trademark Security Agreement]

Schedule I

United States Trademarks, Service Marks and Trademark Applications

Trademark Registrations Received

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Meredith Corporation	SUCCESSFUL FARMING	5760354
HelloGiggles, Inc.	HG & Design	5745759

Trademark Applications Filed

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u>
TI Gotham Inc.	BADASS WOMEN	88471559
TI Gotham Inc.	THE BADASS 50	88479425