

05-21-1998



100717584

/ER SHEET  
LY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents of app. for patent.

## 1. Name of conveying party(ies):

Boston Herald, Inc.  
One Herald Square  
Boston, Massachusetts 02106

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State - Massachusetts  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: April 21, 1998

## 2. Name and address of receiving party(ies)

Name: BankBoston, N.A.

Internal Address: Daniel Gilbert

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

- ☐ Individual(s) citizenship \_\_\_\_\_  
☒ Association National Banking Association  
☐ General Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from Assignment)Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule

Additional numbers attached? ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joan C. Kelleher

Internal Address: Goodwin, Procter &amp; Hoar LLP

Street Address: Exchange Place

53 State Street

City: Boston State: MA Zip: 02109

## 6. Total number of applications and registrations involved: 4

## 7. Total Fee (37 CFR 3.41): \$ 115.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

E. Matson Sibley, Jr.  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 19

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

DOCSC\630788.1

05/19/1998 DCOATES 00000221 1077394

01 FC:481  
02 FC:48240.00 0P  
75.00 0PTRADEMARK  
REEL: 1728 FRAME: 0001

## SCHEDULE

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Registration No. 1,077,394	11/15/77	BOSTON HERALD CAR FIND 1-800-689-CARS (and design)
Registration No. 1,964,483	3/26/96	BOSTON HERALD JOB FIND
Registration No. 1,967,227	4/9/96	CARFIND (and design)

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TRADEMARK</u>
Serial No. 74/462,549	11/23/93	BUSINESSTODAY.COM

## SECURITY AGREEMENT

SECURITY AGREEMENT dated as of April 21, 1998 between BOSTON HERALD, INC., a Massachusetts corporation, (the "Debtor") and BANKBOSTON, N.A., as agent (the "Agent") for itself and the other lenders which are, or may in the future become, parties to that certain Credit Agreement (as hereinafter defined).

### Recitals

The Debtor, Herald Media, Inc., Herald Interactive Advertising Systems, Inc., Boston Herald Realty LLC, the Agent and the banks and other financial institutions from time to time parties thereto are parties to a Credit Agreement dated as of even date herewith (the "Credit Agreement"). Capitalized terms used in this Agreement without definition shall have the respective meanings ascribed to such terms in the Credit Agreement. It is a condition precedent to the agreement of the Agent and the Lenders to enter into the Credit Agreement and to extend credit to the Debtor thereunder that the Debtor execute and deliver this Security Agreement as security for the payment and performance of all obligations of the Debtor to the Agent and the Lenders.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1. GRANT OF SECURITY

Section 1.1 Grant of Security. The Debtor hereby grants to the Agent a continuing security interest ("Security Interest") in and to all personal property and fixtures of the Debtor, whether now or hereafter existing or now or hereafter acquired and wherever located, including all equipment, accounts, inventory and general intangibles, all as more fully described as follows (the "Collateral"):

(a) All money, cash, bank accounts, deposit accounts, goods, inventory, equipment, computer hardware and software, instruments, securities, investment property, documents, documents of title, chattel paper, accounts, accounts receivable, lease receivables and leases (excluding those leases that the Debtor is prohibited from assigning in accordance with the terms thereof) including but not limited to, rights to rentals thereunder and the Debtor's reversionary interest in property leased thereunder and any equity rights in leases sold to third parties, contract rights, licenses, general intangibles, copyrights, patents and patents pending, trademarks and goodwill, trade secrets, credits, claims, demands and all other property of the Debtor (including but not limited to leasehold improvements);

(b) All equipment, including without limitation all fixtures, machinery, equipment, molds, dies, motor vehicles, and other goods whether now owned or hereafter acquired by the Debtor, wherever located, all replacements, substitutions and all parts thereof and all accessions thereto, as well as all of the Debtor's right, title and interest in and to any such goods now or hereafter held or used by the Debtor under any lease, lease-purchase, conditional sales, use or other agreements under which the Debtor is entitled to the use and possession thereof, with any other rights and benefits flowing from such agreements, all as may be used or useful in connection with the Debtor's business as now or hereafter carried on, any operations incidental to or associated with the same, or for any other purpose, excluding leasehold interests in personal property that the Debtor is prohibited from assigning in accordance with the terms thereof, (any and all such equipment, machinery and fixtures, parts and accessions being the "Equipment");

(c) All inventory in all of its forms, wherever located, now or hereafter existing including, but not limited to (i) raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, and (ii) goods which are returned to or repossessed by the Debtor and all accessions thereto and products thereof (any and all such inventory, accessions and products being the "Inventory");

(d) All accounts receivable, including without limitation accounts, contracts, contract rights, chattel paper, instruments, licenses and other obligations of any kind whether now existing or hereafter arising, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations, and including without limitation all obligations of states, cities, towns and other governmental authorities to pay amounts to the Debtor for services rendered by the Debtor (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the "Receivables," and any and all such leases, security agreements and other contracts being the "Contracts");

(e) All general intangibles including without limitation, tradenames, trademarks (including those on Schedule 1 attached hereto), servicemarks, tax refunds, the corporate name and all product names; and

(f) All products and proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

Section 1.2 Security for Obligations. This Agreement and the Security Interest shall secure the payment and performance of the Obligations.

## ARTICLE 2

### GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

The Debtor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

Section 2.1 Necessary Filings. All filings, registrations and recordings necessary or appropriate to create, preserve and perfect the security interest granted by the Debtor to the Agent hereby in respect of the Collateral have been accomplished and the security interest granted to the Agent pursuant to this Agreement in and to the Collateral constitutes, upon satisfaction of such filings, registrations and recordings, a perfected security interest therein (to the extent that the same can be perfected by filing, registration or recording) prior to the rights of all other Persons therein (other than any such rights pursuant to Liens expressly permitted pursuant to Section 9.2 of the Credit Agreement) and subject to no other Liens (other than Liens expressly permitted pursuant to Section 9.2 of the Credit Agreement) and is entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code to perfected security interests.

Section 2.2 No Liens. The Debtor is, and as to Collateral acquired by it from time to time after the date hereof the Debtor will be, the owner of all Collateral pledged by it hereunder free from any Lien, security interest, encumbrance or other right, title or interest of any Person (other than Liens expressly permitted pursuant to Section 9.2 of the Credit Agreement), and the Debtor shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein (other than in connection with Liens expressly permitted pursuant to Section 9.2 of the Credit Agreement) adverse to the Agent.

Section 2.3 Other Financing Statements. To the best knowledge of the Debtor, as of the date hereof, there is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral (other than financing statements filed in respect of Liens expressly permitted pursuant to Section 9.2 of the Credit Agreement), and so long as any Lender Obligations or commitments with respect thereto are outstanding, the Debtor will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by the Debtor or in connection with Liens expressly permitted pursuant to Section 9.2 of the Credit Agreement.

Section 2.4 Chief Executive Office; Records. As of the date hereof, the chief executive office of the Debtor is located at One Herald Square, Boston, Massachusetts. The Debtor will not move its chief executive office except to such new location as the Debtor may establish in accordance with the last sentence of this Section 2.4. A complete set of books of

account and records of the Debtor relating to the Receivables and the Contract Rights are, and will continue to be, kept at such chief executive office, or at such new locations as the Debtor may establish in accordance with the last sentence of this Section 2.4.

All Receivables and Contract Rights of the Debtor are, and will continue to be, maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from, the office locations described above or such new location established in accordance with the last sentence of this Section 2.4. The Debtor shall not establish new locations for such offices until (a) it shall have given to the Agent not less than 30 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Agent may reasonably request and (b) with respect to such new location, it shall have taken all action reasonably satisfactory to the Agent, to maintain the security interest of the Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

**Section 2.5 Location of Inventory and Equipment.** As of the date hereof, all Inventory and Equipment held by the Debtor is located at One Herald Square, Boston, Massachusetts. The Debtor agrees that all Inventory and Equipment now held or subsequently acquired by it shall be kept at (or shall be in transport to) any one of the locations shown on Exhibit B hereto, or such new location as the Debtor may establish in accordance with the last sentence of this Section 2.5. The Debtor may establish a new location for Inventory and Equipment in a jurisdiction in which the Debtor currently does business and with respect to which the Agent has a first perfected security interest in such Inventory and Equipment. The Debtor may establish a new location outside of a jurisdiction in which it currently does business and with respect to which the Agent has a first perfected security interest in such Inventory and Equipment only if (a) it shall have given to the Agent not less than 30 days' prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as the Agent may reasonably request and (b) with respect to such new location, it shall have taken all action reasonably satisfactory to the Agent to maintain the security interest of the Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

**Section 2.6 Recourse.** This Agreement is made with full recourse to the Debtor and pursuant to and upon all the warranties, representations, covenants and agreements on the part of the Debtor contained herein, in the other Lender Agreements and otherwise in writing in connection herewith or therewith.

**Section 2.7 Trade Names: Change of Name.** As of the date hereof, the Debtor does not have or operate in any jurisdiction under, or in the preceding 12 months had or operated in any jurisdiction under, any trade names, fictitious names or other names except its legal name. The Debtor shall not change its legal name or assume or operate in any jurisdiction under any trade, fictitious or other name except new names established in accordance with the last sentence of this Section 2.7. The Debtor shall assume or operate in any jurisdiction under any new trade, fictitious or other name until (a) it shall have given to the Agent not less than 30

days' prior written notice of its intention so to do, clearly describing such new name and the jurisdictions in which such new name shall be used and providing such other information in connection therewith as the Agent may reasonably request and (b) with respect to such new name, it shall have taken all action reasonably requested by the Agent, to maintain the security interest of the Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

### ARTICLE 3

#### SPECIAL PROVISIONS CONCERNING RECEIVABLES; CONTRACT RIGHTS; INSTRUMENTS

Section 3.1 Additional Representations and Warranties. As of the time when each of its Receivables arises, the Debtor shall be deemed to have represented and warranted that such Receivable, and all records, papers and documents relating thereto are what they purport to be in all material respects, and that such Receivable will, to the best knowledge of the Debtor, evidence true and valid obligations of the account debtor named therein.

Section 3.2 Maintenance of Records. The Debtor will keep and maintain at its own cost and expense, records of its Receivables and Contracts and the Debtor will make the same available on the Debtor's premises to the Agent for inspection, at the Debtor's own cost and expense, at any and all reasonable times upon reasonable prior notice to the Debtor. Upon the occurrence and during the continuance of an Event of Default and at the reasonable request of the Agent, the Debtor shall, at its own cost and expense, deliver all tangible evidence of its Receivables and Contract Rights (including, without limitation, all documents evidencing the Receivables and all Contracts) and such books and records to the Agent or to its representatives (copies of which evidence and books and records may be retained by the Debtor). If the Agent so directs, upon the occurrence and during the continuance of an Event of Default, the Debtor shall legend, in form and manner satisfactory to the Agent, the Receivables and the Contracts, as well as books, records and documents of the Debtor evidencing or pertaining to such Receivables and Contracts with an appropriate reference to the fact that such Receivables and Contracts have been assigned to the Agent and that the Agent has a security interest therein.

Section 3.3 Direction to Account Debtors; Contracting Parties; etc. Upon the occurrence and during the continuance of an Event of Default, and if the Agent so directs the Debtor, the Debtor agrees (a) to cause all payments on account of the Receivables and Contracts to be made directly to the Cash Collateral Account, (b) that the Agent may, at its option, directly notify the obligors with respect to any Receivables and/or under any Contracts to make payments with respect thereto as provided in preceding clause (a) and (c) that the Agent may enforce collection of any such Receivables and Contracts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as such Debtor. Without notice to or assent by the Debtor, the Agent may apply any or all amounts

then in, or thereafter deposited in, the Cash Collateral Account which application shall be effected in the manner provided in Section 7.4 of this Agreement. The reasonable costs and expenses (including reasonable attorneys' fees) of collection, whether incurred by the Debtor or the Agent, shall be borne by the Debtor. The Agent shall deliver a copy of each notice referred to in the preceding clause (b) to the Debtor; provided, that the failure by the Agent to so notify the Debtor shall not affect the effectiveness of such notice or the other rights of the Agent created by this Section 3.3.

Section 3.4 Modification of Terms; etc. The Debtor shall not rescind or cancel any indebtedness evidenced by any Receivable or under any Contract, or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any material dispute, claim, suit or legal proceeding relating thereto, or sell any Receivable or Contract, or interest therein, without the prior written consent of the Agent, except in accordance with the Debtor's reasonable business practices.

Section 3.5 Collection. The Debtor shall endeavor in accordance with reasonable business practices to cause to be collected from the account debtor named in each of its Receivables or obligor under any Contract, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of such Receivable or Contract, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable or under such Contract. The reasonable costs and expenses (including, without limitation, attorneys' fees) of collection, if incurred by the Debtor or the Agent, shall be borne by the Debtor.

Section 3.6 Instruments. If the Debtor owns or acquires any Instrument constituting Collateral, the Debtor will within 5 Business Days notify the Agent thereof, and will promptly deliver such Instrument to the Agent appropriately endorsed to the order of the Agent as further security hereunder. At the Agent's request, the Debtor that owns or acquires any other Instrument constituting Collateral will, within 5 Business Days, promptly deliver such Instrument to the Agent appropriately endorsed to the order of the Agent as further security hereunder.

## ARTICLE 4

### PROVISIONS CONCERNING ALL COLLATERAL

Section 4.1 Protection of Agent's Security. The Debtor will at all times keep its Inventory and Equipment insured in favor of the Agent, at the Debtor's own expense to the extent and in the manner provided in the Lender Agreements; all policies or certificates with respect to such insurance (and any other insurance maintained by the Debtor) (a) shall be endorsed to the Agent's reasonable satisfaction for the benefit of the Agent (including, without limitation, by naming the Agent as additional insured and loss payee) and (b) shall state that such insurance policies shall not be canceled without 30 days' prior written notice thereof by



the insurer to the Agent; and certified copies of such policies or certificates with respect thereto shall be deposited with the Agent. If the Debtor shall fail to insure its Inventory and Equipment in accordance with the preceding sentence, or if any Debtor shall fail to so endorse and deposit all policies or certificates with respect thereto, the Agent shall have the right (but shall be under no obligation), upon prior written notice to the Debtor, to procure such insurance and the Debtor agrees to promptly reimburse the Agent for all costs and expenses of procuring such insurance. The Agent shall, at the time any proceeds of such insurance are distributed to the Lenders, apply such proceeds in accordance with Section 4.4 hereof except as otherwise provided by the Credit Agreement. The Debtor assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of the Debtor to pay the Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to the Debtor.

**Section 4.2 Further Actions.** The Debtor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Agent from time to time such lists, descriptions and designations of its Collateral, warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which the Agent deems reasonably appropriate or advisable to perfect, preserve or protect its security interest in the Collateral.

**Section 4.3 Financing Statements.** The Debtor agrees to execute and deliver to the Agent such financing statements, in form reasonably acceptable to the Agent, as the Agent may from time to time reasonably request or as are necessary or desirable in the reasonable opinion of the Agent to establish and maintain a valid, enforceable, first priority perfected security interest in the Collateral as provided herein and the other rights and security contemplated hereby all in accordance with the UCC as enacted in any and all relevant jurisdictions or any other relevant law. The Debtor will pay any applicable filing fees, recordation taxes and related expenses relating to its Collateral. The Debtor hereby authorizes the Agent to file any such financing statements without the signature of the Debtor where permitted by law.

## ARTICLE 5

### REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT

**Section 5.1 Remedies: Obtaining the Collateral Upon Default.** The Debtor agrees that, if an Event of Default shall have occurred and be continuing, then and in every such case, the Agent, in addition to any rights now or hereafter existing under applicable law, shall have all rights as a secured creditor under the UCC in all relevant jurisdictions and may:

(a) personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from the Debtor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon the Debtor's premises where any of the Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of the Debtor;

(b) instruct the obligor or obligors on any agreement, instrument or other obligation (including, without limitation, the Receivables and the Contracts) constituting the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Agent;

(c) withdraw all monies, securities and instruments in the Cash Collateral Account and/or in any other cash collateral account for application to the Obligations in accordance with Section 5.4 hereof;

(d) sell, assign or otherwise liquidate any or all of the Collateral or any part thereof in accordance with Section 5.2 hereof, or direct the Debtor to sell, assign or otherwise liquidate any or all of the Collateral or any part thereof, and, in each case, take possession of the proceeds of any such sale or liquidation;

(e) take possession of the Collateral or any part thereof, by directing the Debtor in writing to deliver the same to the Agent at any place or places reasonably designated by the Agent, in which event the Debtor shall at its own expense:

(i) forthwith cause the same to be moved to the place or places so designated by the Agent and there delivered to the Agent;

(ii) store and keep any Collateral so delivered to the Agent at such place or places pending further action by the Agent as provided in Section 7.2 hereof; and

(iii) while the Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition; and

it being understood that the Debtor's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Agent shall be entitled to a decree requiring specific performance by the Debtor of said obligation.

**Section 5.2 Remedies: Disposition of the Collateral.** Any Collateral repossessed by the Agent under or pursuant to Section 5.1 hereof and any other Collateral whether or not so repossessed by the Agent, may be sold, assigned, leased or otherwise disposed of under one or

more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed of, in the condition in which the same existed when taken by the Agent or after any overhaul or repair at the expense of the Debtor which the Agent shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to the Debtor specifying the time at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for the 10 days after the giving of such notice, to the right of the Debtor or any nominee of the Debtor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to the Debtor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the Agent's option, be subject to reserve), after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in Boston, Massachusetts. To the extent permitted by any such requirement of law, the Agent may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to the Debtor. If, under mandatory requirements of applicable law, the Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the Debtor as hereinabove specified, the Agent need give the Debtor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

Section 5.3 Waiver of Claims. Except as otherwise provided in this Agreement, (a) THE DEBTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE AGENT'S TAKING POSSESSION OR THE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH SUCH DEBTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, (b) the Debtor hereby further waives, to the extent permitted by law:

(i) all damages occasioned by such taking of possession except any damages which are determined by a final, non-appealable court order to have been caused by the Agent's gross negligence or willful misconduct; and

(ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Agent's rights hereunder; and

(c) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof, and the Debtor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Debtor therein and thereto, and shall be a perpetual bar both at law and in equity against the Debtor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under the Debtor.

#### Section 5.4 Application of Proceeds.

(a) All moneys collected by the Agent upon any sale or other disposition of the Collateral, together with all other moneys received by the Agent hereunder, shall be applied as provided in the Credit Agreement.

(b) It is understood and agreed that the Debtor shall remain liable to the extent of any deficiency between the amount of the proceeds of the Collateral hereunder and the aggregate amount of the Obligations.

Section 5.5 Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Agent shall be in addition to every other right, power and remedy specifically given under this Agreement, the other Lender Agreements or now or hereafter existing at law, in equity or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or an acquiescence therein. No notice to or demand on the Debtor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Agent to any other or further action in any circumstances without notice or demand. In the event that the Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Agent may recover reasonable expenses, including reasonable attorneys' fees, and the amounts thereof shall be included in such judgment.

Section 5.6 Discontinuance of Proceedings. In case the Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for

any reason or shall have been determined adversely to the Agent, then and in every such case the Debtor, the Agent and each holder of any of the Obligations shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of the Agent shall continue as if no such proceeding had been instituted.

## ARTICLE 6

### DEFINITIONS

In addition to terms defined elsewhere herein, the following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

“Agreement” shall mean this Security Agreement as the same may be modified, supplemented or amended from time to time in accordance with its terms.

“Cash Collateral Account” shall mean a non-interest bearing cash collateral account maintained with, and in the sole dominion and control of, the Agent for the benefit of the Lenders.

“Chattel Paper” shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Massachusetts.

“Contract Rights” shall mean all rights of the Debtor (including, without limitation, all rights to payment) under each Contract.

“Copyrights” shall mean any United States copyright owned (or subject to the rights of ownership) by the Debtor, including any registrations of any copyright, in the United States Copyright Office, as well as any application for a copyright registration now or hereafter made with the United States Copyright Office by the Debtor.

“Default” shall mean any event which, with notice or lapse of time, or both, would constitute an Event of Default.

“Documents” shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Massachusetts.

“Event of Default” shall mean any Event of Default under, and as defined in, the Credit Agreement and shall in any event, without limitation, include any payment default on any of the Obligations after the expiration of any applicable grace period.

"General Intangibles" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Massachusetts.

"Goods" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Massachusetts.

"Instrument" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Massachusetts.

"Liens" shall mean any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor's interest in a financing lease or analogous instrument, in, of, or on the Debtor's property.

"Obligations" shall mean (a) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities of the Debtor now existing or hereafter incurred under, arising out of or in connection with any Lender Agreement to which the Debtor is a party and the due performance and compliance by the Debtor with the terms of each such Lender Agreement; (b) any and all sums advanced by the Agent in order to preserve the Collateral or preserve its security interest in the Collateral; (c) in the event of any proceeding for the collection or enforcement of any obligations or liabilities referred to in clause (a), after an Event of Default shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Agent of its rights hereunder, together with reasonable attorneys' fees and court costs; (d) all amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement under this Agreement; and (e) all other Lender Obligations.

"Proceeds" shall have the meaning provided in the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts on the date hereof or under other relevant law and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Agent or the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Termination Date" shall have the meaning provided in Section 9.8 of this Agreement.

## ARTICLE 7

### MISCELLANEOUS

Section 7.1 Notices. Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when given in accordance with the provisions of the Credit Agreement.

Section 7.2 Waiver; Amendment. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Debtor directly affected thereby and the Agent.

Section 7.3 Obligations Absolute. The obligations of the Debtor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Debtor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement or any other Lender Agreement; or (c) any amendment to or modification of any Lender Agreement or any security for any of the Obligations whether or not the Debtor shall have notice or knowledge of any of the foregoing.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of the Agent and the Lenders and their respective successors and assigns. All agreements, statements, representations and warranties made by the Debtor herein or in any certificate or other instrument delivered by the Debtor or on its behalf under this Agreement shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of this Agreement and the other Lender Agreements regardless of any investigation made by the Agent or the Lenders or on their behalf.

Section 7.5 Headings Descriptive. The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Section 7.6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

Section 7.7 Debtor's Duties. It is expressly agreed, anything herein contained to the contrary notwithstanding, that the Debtor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Collateral and the Agent shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor

shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Debtor under or with respect to any Collateral.

Section 7.8 Termination; Release. After the Termination Date, this Agreement shall terminate (provided that all indemnities set forth in the Credit Agreement shall survive such termination) and the Agent, at the request and expense of the Debtor, will promptly execute and deliver to the Debtor a proper instrument or instruments (including Uniform Commercial Code termination statements on form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to the Debtor (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Agent and has not theretofore been sold or otherwise applied or released pursuant to this Agreement. As used in this Agreement, "Termination Date" shall mean the date upon which all Obligations have been paid in full, all commitments with respect thereto have terminated, no Term Note or Revolving Credit Note is outstanding (and all Loans have been repaid in full), and all other Obligations then due and payable have been paid in full.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Debtor and the Agent.

Section 7.10 The Agent. The Agent will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. It is expressly understood and agreed that the obligations of the Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Agreement, are only those expressly set forth in this Agreement. The Agent shall act hereunder on the terms and conditions set forth in this Agreement and in Section 13 of the Credit Agreement.

[Remainder of page left intentionally blank.]



WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

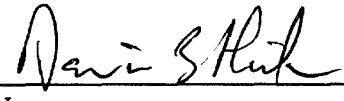
**DEBTOR:**

BOSTON HERALD, INC.

By   
Name:  
Title:

**AGENT:**

BANKBOSTON, N.A., as Agent

By   
Name:  
Title:

**Schedule 1**  
**Boston Herald, Inc.**

Trademark Report by Mark

Printed: 4/10/98

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>BOSTON HERALD AMERICAN</b>							
UNITED STATES	017825/009/US	10/8/76	73/102,585	11/15/77	1,077,394	REGISTERED	16
<b>BOSTON HERALD CAR FIND 1-800-689-CARS (and design)</b>							
UNITED STATES	017825/001/US	11/23/93	74/462,545	3/26/96	1,964,483	REGISTERED	35
<b>BOSTON HERALD JOB FIND</b>							
UNITED STATES	017825/003/US	11/23/93	74/462,549			ALLOWED	35
<b>BUSINESSTODAY.COM</b>							
UNITED STATES	017825/007/US	4/21/97	75/278,429			PENDING	35
<b>CAR FIND BOSTON HERALD</b>							
UNITED STATES	017825/002/US	11/23/93	74/462,546	4/9/96	1,967,227	REGISTERED	35
<b>CARFIND (and design)</b>							
UNITED STATES	017825/006/US	11/12/96	75/200,316			SUSPENDED	35
<b>HOME FIND BOSTON HERALD 1-800-000-000 (and design)</b>							
UNITED STATES	017825/008/US	11/23/93	74/462,548			ABANDONED	35
<b>HOMEFIND (and design)</b>							
UNITED STATES	017825/005/US	11/12/96	75/200,318			ALLOWED	35
<b>JOBFIND (and design)</b>							
UNITED STATES	017825/004/US	11/12/96	75/200,317			PENDING	35
END OF REPORT				TOTAL ITEMS SELECTED =			9

**BOSTON HERALD, INC.**  
**Massachusetts Trademark Registrations**

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing/Renewal Date</u>	<u>Status</u>
[Newsboy Logo]	Mass. Reg. 36311	12/23/94	Renewed
Next Day Numbers	Mass. Reg. 36341	1/10/95	Renewed
Scratch for Cash Wingo	Mass. Reg. 35833	9/15/94	Renewed
Scratch for Cash Wingo (and design)	Mass. Reg. 35832	9/11/94	Renewed

#692556 v1 - ZAHAROHG - #d\_011.DOC - 17825/1