MRD 6.9.99

FORM PTO-1594
1-31-92

RECOR
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06-10-1999

101060328

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark

Tab settings ⇨ ⇨ ⇨ 6-9-99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

AMERICAN MEDIA, INC.

- ☐ Individual(s)
- ☐ General Partnership
- ☒ Corporation-State - Delaware
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

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

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

Name: THE CHASE MANHATTAN BANK

Internal Address:

Street Address: 270 PARK AVENUE

City: NEW YORK State: NY ZIP: 10019

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State New York
- ☐ 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

3. Nature of conveyance:

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

Execution Date: MAY 7, 1999

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

A. Trademark Application No.(s)

75/116/052

B. Trademark registration No.(s)

1,928,759
1,806,043
1,748,415

Additional numbers attached? ☐ Yes ☒ No

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

Name: George F. Schoen, Esq.

Internal Address: CRAVATH, SWAINE & MOORE

Street Address: 825 EIGHTH AVENUE

City: NEW YORK State: NY ZIP: 10019

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)

06/10/1999 DNGUYEN 00000061 1928759

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

Monica Monroy
Name of Person Signing

Monica Monroy
Signature

6/4/99
Date

TRADEMARK
REEL: 001909 FRAME: 0267

Schedule I to the
Security Agreement

SUBSIDIARY GRANTORS

American Media Marketing, Inc.
Biocide, Inc.
Country Weekly, Inc.
Distribution Services, Inc.
Fairview Printing, Inc.
Frontline Marketing, Inc.
Health Xtra, Inc.
Marketing Services, Inc.
NDSI, Inc.
National Enquirer, Inc.
Retail Marketing Network Inc.
SOM Publishing, Inc.
Star Editorial, Inc.
Weekly World News, Inc.

SECURITY AGREEMENT dated as of May 7, 1999, among AMERICAN MEDIA OPERATIONS, INC., a Delaware corporation (the "*Borrower*"), AMERICAN MEDIA, INC., a Delaware corporation ("*Holdings*"), each subsidiary of Holdings listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary*" or a "*Guarantor*" and, collectively, the "*Subsidiaries*" or, with Holdings, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and (b) the Guarantee Agreement dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all obligations of the Borrower or any other Loan Party, monetary or otherwise, under each Hedging Agreement entered into with a counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from treasury, depositary and cash management services in connection with any automated clearing house transfers of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

TRADEMARK
REEL: 001909 FRAME: 0269

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"*Commodity Customer*" shall mean a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental

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registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Entitlement Holder*" shall mean a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such Person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"*Financial Asset*" shall mean (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"*Intellectual Property*" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"*Inventory*" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"*Investment Property*" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"*License*" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof or entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"*Obligations*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Patent License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"*Patents*" shall mean all of the following: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Perfection Certificate*" shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"*Proceeds*" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include , (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"*Secured Parties*" shall mean (a) the Lenders, (b) the Issuing Bank, (c) the Administrative Agent, (d) the Collateral Agent, (e) each counterparty to a Hedging Agreement entered into with the Borrower or any Loan Party if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"*Securities*" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a

certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"*Security Interest*" shall have the meaning assigned to such term in Section 2.01.

"*Security Intermediary*" shall mean (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"*Trademark License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*" shall mean all of the following: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the

signature of any Grantors, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability*. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority*. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings*. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Permitted Encumbrances that have priority over the Security Interest by operation of law.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend

the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03. *Further Assurances*. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.04. *Inspection and Verification*. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

SECTION 4.05. *Taxes; Encumbrances*. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral, in each case to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06. *Assignment of Security Interest*. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue

the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.08. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.09. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.10. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

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SECTION 4.11. *Legend.* Upon the request of the Collateral Agent, each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals from the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

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ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay,

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valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

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ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans and the issuance of Letters of Credit by the Issuing Bank, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or

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protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. *GOVERNING LAW.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG

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OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability*. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings*. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process*. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination*. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the L/C Exposure has been reduced to zero and the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor shall automatically be released from its obligations

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hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that (a) such Grantor is designated as an Unrestricted Subsidiary in accordance with the terms of the Credit Agreement or (b) such Grantor ceases to be a Subsidiary pursuant to a transaction permitted under the Loan Documents.

SECTION 7.15. *Additional Grantors*. Pursuant to Section 5.12 of the Security Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement and each Unrestricted Subsidiary that is designated as a Restricted Subsidiary is required to enter in to this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights

and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

AMERICAN MEDIA OPERATIONS, INC.

By _____
Name: Peter A. Nelson
Title: Executive Vice President and Chief Financial Officer

AMERICAN MEDIA, INC.,

By _____
Name: Peter A. Nelson
Title: Executive Vice President and Chief Financial Officer

EACH OF THE OTHER GUARANTORS LISTED ON SCHEDULE I HERETO,

By _____
Name: Peter A. Nelson
Title: Executive Vice President and Chief Financial Officer

THE CHASE MANHATTAN BANK, as Collateral Agent,

By _____
Name:
Title:

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and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

AMERICAN MEDIA OPERATIONS, INC.

By _____
Name:
Title:

AMERICAN MEDIA, INC.,

By _____
Name:
Title:

EACH OF THE OTHER GUARANTORS LISTED ON SCHEDULE I HERETO,

By _____
Name:
Title:

THE CHASE MANHATTAN BANK, as Collateral Agent,

By _____
Name:
Title:

[NYCORP;812962]

COPYRIGHTS

NATIONAL ENQUIRER			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
11/20/90	65	17	TX 2-948-142
11/27/90	65	18	TX 2-965-779
12/4/90	65	19	TX 2-954-994
12/11/90	65	20	TX 2-963-734
12/18/90	65	21	TX 2-965-408
12/25/90	65	22	TX 2-965-409
1/1/91	65	23	TX 2-969-142
1/8/91	65	24	TX 2-976-781
1/15/91	65	25	TX 3-002-852
1/22/91	65	26	TX 2-984-228
1/29/91	65	27	TX 2-984-449
2/5/91	65	28	TX 3-002-851
2/12/91	65	29	TX 3-004-856
2/19/91	65	30	TX 3-015-079
2/26/91	65	31	TX 3-019-450
3/5/91	65	32	TX 3-030-515
3/12/91	65	33	TX 3-024-959
3/19/91	65	34	TX 3-034-654
Nov. '90			TX 2-989-403
Spring '91	2	1	TX 3-003-024

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
03/26/91	65	35	TX-3032810	
04/02/91	65	36	TX-3035487	
04/09/91	65	37	TX-3039260	
04/16/91	65	38	TX-3052904	
04/23/91	65	39	TX-3092356	
04/30/91	65	40	TX-3058296	
05/07/91	65	41	TX-3060644	
COOKBOOK	2	2	TX-3058204	
05/14/91	65	42	TX-3073245	
05/21/91	65	43	TX-3073229	
05/28/91	65	44	TX-3073277	
06/04/91	65	45	TX-3074622	
06/11/91	65	46	TX-3081553	
06/18/91	65	47	TX-3084099	
06/25/91	65	48	TX-3095601	
M/M/S	2	3	TX-3094317	
07/02/91	65	49	TX-3100062	
07/09/91	65	50	TX-3100081	
07/16/91	65	51	TX-3121754	
07/23/91	65	52	TX-3100061	
07/30/91	66	1	TX-3109060	
08/06/91	66	2	TX-3120112	
08/13/91	66	3	TX-3132612	
08/20/91	66	4	TX-3126727	
08/27/91	66	5	TX-3128483	
LIFESTYLE	2	4	TX-3128484	
09/03/91	66	6	TX-3142448	
09/10/91	66	7	TX-3142914	
09/17/91	66	8	TX-3148593	
09/24/91	66	9	TX-3149710	
10/01/91	66	10	TX-3163093	
HOROSCOPE	2	5	TX-3163708	
10/08/91	66	11	TX-3156273	
10/15/91	66	12	TX-3163743	
10/22/91	66	13	TX-3200227	$600.00
10/29/91	66	14	TX-3200228	
11/05/91	66	15	TX-3200225	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
11/12/91	66	16	TX-3200341	
11/19/91	66	17	TX-3200226	
11/26/91	66	18	TX-3198283	
12/03/91	66	19	TX-3201774	
12/10/91	66	20	TX-3209642	
DIET	3	1	TX-3218810	
12/17/91	66	21	TX-3245238	
12/24/91	66	22	TX-3211367	
12/31/91	66	23	TX-3218811	
01/07/92	66	24	TX-3216911	
01/14/92	66	25	TX-3217830	
01/21/92	66	26	TX-3244603	
01/28/92	66	27	TX-3247610	3247610
02/04/92	66	28	TX-3236536	
02/11/92	66	29	TX-3275622	
02/18/92	66	30	TX-3275622	
02/25/92	66	31	TX-3275622	
03/03/92	66	32	TX-3275622	
WEDDINGS	3	2	TX-3399869	
03/10/92	66	33	TX-3275622	
03/17/92	66	34	TX-3275730	
03/24/92	66	35	TX-3275730	
03/31/92	66	36	TX-3275730	
04/07/92	66	37	TX-3275730	
04/14/92	66	38	TX-3307433	
04/21/92	66	39	TX-3307433	
04/28/92	66	40	TX-3307433	
05/05/92	66	41	TX-3307433	
05/12/92	66	42	TX-3361443	
05/19/92	66	43	TX-3361443	
05/26/92	66	44	TX-3361443	
06/02/92	66	45	TX-3361443	
06/09/92	66	46	TX-3361443	$600.00
06/16/92	66	47	TX-3361387	
06/23/92	66	48	TX-3361387	
06/30/92	66	49	TX-3361387	
TALK SHOW	HOSTS 3	3	TX-3343980	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
07/07/92	66	50	TX-3361387	
07/14/92	66	51	TX-3413953	
07/21/92	66	52	TX-3413953	
07/28/92	67	1	TX-3413953	
08/04/92	67	2	TX-3413953	
08/11/92	67	3	TX-3413953	
08/18/92	67	4	TX-3413953	
08/25/92	67	5	TX-3414328	
09/01/92	67	6	TX-3414328	
CATS	3 67	4	TX-3399890	
09/08/92	67	7	TX-3414328	
09/15/92	67	8	TX-3414328	
09/22/92	67	9	TX-3414328	
09/29/92	67	10	TX-3425148	
10/06/92	67	11	TX-3425148	
10/13/92	67	12	TX-3425148	
10/20/92	67	13	TX-3425148	
10/27/92	67	14	TX-3425148	
SPECIAL	3	5	TX-3448251	
11/03/92	67	15	TX-3443038	
11/10/92	67	16	TX-3443038	
11/17/92	67	17	TX-3443038	
11/24/92	67	18	TX-3443038	
12/01/92	67	19	TX-3443038	
12/08/92	67	20	TX-3457448	
12/15/92	67	21	TX-3457448	
SPECIAL(DI	4	1	TX-3469393	
12/22/92	67	22	TX-3457448	
12/29/92	67	23	TX-3457448	
01/05/93	67	24	TX-3470039	
01/12/93	67	25	TX-3470039	
01/19/93	67	26	TX-3470039	
01/26/93	67	27	TX-3470039	
02/02/93	67	28	TX-3470039	
02/09/93	67	29	TX-3489016	
02/16/93	67	30	TX-3489016	
02/23/93	67	31	TX-3489016	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
03/02/93	67	32	TX- 3489016	
03/09/93	67	33	TX- 3489016	
SPECIAL CO	4	2	TX- 3532562	
03/16/93	67	34	TX - 3535388	
03/23/93	67	35	TX- 3535388	
03/30/93	67	36	TX- 3535388	
04/06/93	67	37	TX- 3535388	
04/13/93	67	38	TX- 3539332	
04/20/93	67	39	TX- 3539332	
04/27/93	67	40	TX - 3539332	
05/04/93	67	41	TX-3539332	$600.00
05/11/93	67	42	TX- 3644711	
05/18/93	67	43	TX- 3644711	
05/25/93	67	44	TX -3644711	
06/01/93	67	45	TX- 3644711	
06/08/93	67	46	TX - 3644711	
06/15/93	67	47	TX - 3629483	
06/22/93	67	48	TX - 3629483	
06/29/93	67	49	TX- 3629483	
07/06/93	67	50	TX- 3629483	
07/13/93	67	51	TX - 3629483	
07/20/93	67	52	TX- 3629483	
07/27/93	68	1	TX - 3618048	
08/03/93	68	2	TX - 3618048	
08/10/93	68	3	TX - 3618048	
08/17/93	68	4	TX - 3618048	
08/24/93	68	5	TX - 3629387	
08/31/93	68	6	TX- 3629387	
09/07/93	68	7	TX - 3629387	
09/14/93	68	8	TX- 3629387	
09/21/93	68	9	TX- 3629387	
09/28/93	68	10	TX- 3703172	
10/05/93	68	11	TX - 3703172	
10/12/93	68	12	TX- 3703172	
10/19/93	68	13	TX - 3703172	
10/26/93	68	14	TX- 3703172	
11/02/93	68	15	TX - 3703172	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
11/09/93	68	16	TX-3703172	
11/16/93	68	17	TX-3675716	
11/23/93	68	18	TX-3675716	
11/30/93	68	19	TX-3675716	
12/07/93	68	20	TX-3675716	
12/14/93	68	21	TX-3675716	
SCANDALS				
12/21/93	68	22	TX-3694781	
12/28/93	68	23	TX-3694781	
01/04/94	68	24	TX-3694781	
01/11/94	68	25	TX-3754069	
01/18/94	68	26	TX-3754069	
01/25/94	68	27	TX-3754069	
02/01/94	68	28	TX-3754069	
02/08/94	68	29	TX-3754069	
02/15/94	68	30	TX-3754069	
02/22/94	68	31	TX-3773748	
03/01/94	68	32	TX-3773748	
03/08/94	68	33	TX-3773748	
03/15/94	68	34	TX-3773748	
03/22/94	68	35	TX-3773748	
HOROSCOPE	5	2	TX-3804707	
03/29/94	68	36	TX-3774595	
04/05/94	68	37	TX-3774595	
04/12/94	68	38	TX-3774595	
04/19/94	68	39	TX-3774595	
04/26/94	68	40	TX-3774595	$600.00
05/03/94	68	41	TX-3803658	
05/10/94	68	42	TX-3803658	
05/17/94	68	43	TX-3803658	
05/24/94	68	44	TX-3803658	
05/31/94	68	45	TX-3803658	
06/07/94	68	46	TX-3803658	
06/14/94	68	47	TX-3803658	
06/21/94	68	48	TX-3863679	
06/28/94	68	49	TX-3863679	
07/05/94	68	50	TX-3863679	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
07/12/94	68	51	TX -3863679	
07/19/94	68	52	TX - 3863679	
07/26/94	69	1	TX- 3863679	
08/02/94	69	2	TX - 3863679	
08/09/94	69	3	TX - 3863679	
08/16/94	69	4	TX - 3863679	
08/23/94	69	5	TX - 3923336	
08/30/94	69	6	TX- 3923336	
09/06/94	69	7	TX -3923336	
09/13/94	69	8	TX - 3923336	
09/20/94	69	9	TX - 3923336	
09/27/94	69	10	TX - 3923336	
10/04/94	69	11	TX- 3923336	
10/11/94	69	12	TX- 3923336	
10/18/94	69	13	TX- 3923336	
SPECIAL-oprah	5	3	TX- 3917912	
SPECIAL HORO	5	4	TX - 3949600	
10/25/94	69	14	TX- 3946758	
11/01/94	69	15	TX- 3946758	
11/08/94	69	16	TX - 3946758	
11/15/94	69	17	TX - 3946758	
11/22/94	69	18	TX-3946758	
11/29/94	69	19	TX - 3946758	
12/06/94	69	20	TX- 3946758	
12/13/94	69	21	TX- 3973609	
12/20/94	69	22	TX - 3973609	
12/27/94	69	23	TX - 3973609	
01/03/95	69	24	TX- 3973609	
01/10/95	69	25	TX - 3992013	
01/17/95	69	26	TX- 3992013	
01/24/95	69	27	TX-3992013	
01/31/95	69	28	TX- 3992013	
02/07/95	69	29	TX- 3992013	
02/14/95	69	30	TX- 3992013	
02/21/95	69	31	TX-3992013	
02/28/95	69	32	TX- 4014462	
03/07/95	69	33	TX- 4014462	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
03/14/95	69	34	TX- 4014462	
03/21/95	69	35	TX- 4014462	
03/28/95	69	36	TX- 4016684	
04/04/95	69	37	TX- 4016684	
04/11/95	69	38	TX- 4016684	
04/18/95	69	39	TX- 4016684	
04/25/95	69	40	TX- 4016684	
05/02/95	69	41	TX- 4016684	
05/09/95	69	42	TX- 4016684	
05/16/95	69	43	TX- 4016684	
05/23/95	69	44	TX- 4054398	
05/30/95	69	45	TX- 4054398	
MICRO	GARLIC		TX- 4083140	$600.00
MICRO	CALORIE		TX -4083137	
MICRO	POPE		TX- 4083134	
MICRO	ANGELS		TX- 4083135	
				$20
SCANDALS	6	2	TX - 4083373	
06/06/95	69	46	TX - 4054398	
06/13/95	69	47	TX - 4054398	
06/20/95	69	48	TX - 4054398	
06/27/95	69	49	TX - 4054398	
07/04/95	69	50	TX - 4054398	
07/11/95	69	51	TX - 4054398	
07/18/95	69	52	TX- 4054398	
07/25/95	70	1	TX - 4080369	
08/01/95	70	2	TX - 4080369	
MICRO	BURN FAT		TX-4-085-687	
MICRO	LIFE AFTER DEATH		TX-4-085-689	
MICRO	GET YOUR OWN WAY		TX-4-143-818	
MICRO	KENNEDY'S		TX-4-085-686	
MICRO	TEN FOODS		TX4-085-688	
MICRO	SPIRITUAL ENERGY		TX4-143-819	
MICRO	NOSSTRADAMUS		TX-4-085-684	
MICRO	OJ TRIAL		TX4-085-685	
08/08/95	70	3	TX- 4080369	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
08/15/95	70	4	TX-4080369	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
08/22/95	70	5	TX-4080369	
08/29/95	70	6	TX-4080369	
09/05/95	70	7	TX-4108995	
09/12/95	70	8	Tx-4108995	
MICRO MAGS	SYMPTO	8/1/95	TX 4-154-380	
	MYSTERIES		TX 4-154-379	
	KID WINNERS		TX 4-154-374	
	SOAP OPERA		TX 4-154-381	
MICRO MAGS	PEPPERS	9/26/95	TX 4-154-375	
	FIND MIRACLES		TX 4-154-372	
	ATTIC TREASURES		TX 4-154-382	
	CATS		TX 4-154-376	
09/19/95	70	9	TX-4-108-995	
09/26/95	70	10	TX-4-108-995	
10/03/95	70	11	TX-4-108-995	
10/10/95	70	12	TX4-123-204	
10/17/95	70	13	TX4-123-204	
HOROSCOPE	10/31/95		TX4-141-897	
STRESS			TX4-141-896	
HOME REMEDIED			TX4-141-898	
LUCKY NUMBERS			TX4-207-136	
10/24/95	70	14	TX4-123-204	
10/31/95	70	15	TX4-123-204	
11/07/95	70	16	TX-4-165-121	
11/14/95	70	17	TX-4-165-121	
				$600
HORO SPECIAL			TX4-194-756	
ALMANAC	12/26/95		TX 4-151-790	
BIBLE FOODS			TX 4-151-788	
ARTHRITIS			TX 4-151-791	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
PUZZLE			TX 4-151-789	
11/21/95	70	18	TX-4165121	
11/28/95	70	19	TX-4-165-121	
12/05/95	70	20	TX4165-121	
12/12/95	70	21	TX4165-121	
12/19/95	70	22	TX4165-121	
12/26/95	70	23	TX4-184-396	
01/02/96	70	24	TX4-184-396	
01/09/96	70	25	TX4-184-395	
01/16/96	70	26	TX4-184-395	
01/23/96	70	27	TX4-184-395	
01/30/96	70	28	TX4-195-006	
02/06/96	70	29	TX4-195-006	
02/13/96	70	30	TX4-195-006	
02/20/96	70	31	TX4-224-407	
02/27/96	70	32	TX4-224-407	
03/05/96	70	33	TX4-224-407	
03/12/96	70	34	TX4-224-407	
03/19/96	70	35	TX4-224-407	

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
APPLE CIDER			TX4-340-154	
ROMANCE			TX4-340-156	
15 LBS			TX4247-994	
PSYCHIC POWERS			TX4-340-155	
ALLERGIES			TX4-340-153	
REINCARNATION				
SUPERSSTITIONS		2	TX4-234-261	
PETS		2	TX4-234-260	
03/26/96	70	36	TX4-224-394	
04/02/96	70	37	TX4-224-394	
04/09/96	70	38	TX4-224-394	
04/16/96	70	39	TX4-224-394	
04/23/96	70	40	TX4-224-394	5/16 CHECK
04/30/96	70	41	7	$600.00
05/07/96	70	42	8	
05/14/96	70	43	9	
MODERN MIRACLES			TX4-290-397	
BURN OFF FAT			TX4-290-445	
BABY NAMES			TX4-290-395	
DREAMS			TX4-290-399	
SPIRIT GUIDE			TX4-306-421	
GARLIC		X	TX4-290-396	
CALORIES			TX4-290-446	
PREDICTIONS			TX4-290-398	
05/21/96	70	44	1	SUBMITTED
05/28/96	70	45	2	6/24
06/04/96	70	46	3	
06/11/96	70	47	4	
06/18/96	70	48	5	
06/25/96	70	49	6	
07/02/96	70	50	TX4-299-816	8/16/96

	NATIONAL ENQUIRER			
	DAO 50148		ISSN 1056-3482	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
07/09/96	70	51	TX4-299-816	8/16/96
07/16/96	70	52	TX4-299-816	8/16/96
07/23/96	71	1	TX4-299-816	8/16/96
07/30/96	71	2	TX4-299-816	8/16/96
08/06/96	71	3	TX4-299-816	8/16/96
08/13/96	71	4	TX4-299-816	8/16/96
08/20/96	71	5	TX4-299-816	8/16/96
TRIM TUSH		X	TX4-366-216	8/16/96
ANGELS		X	TX4-366-215	8/16/96
HERBS		X	TX4-366-217	8/16/96
HOUSEHOLD HINTS		X	TX4-366-214	8/16/96
08/27/96	71	6	TX4-363-283	
09/03/96	71	7	TX4-363-283	
09/10/96	71	8	TX4-363-283	
09/17/96	71	9	TX4-363-283	
09/24/96	71	10	TX4-363-283	
BIBLE HEALTH		X	TX4-408-457	9/10/96
DEBT		X	TX4-408-458	9/10/96
GARLIC		X	TX4-408-461	9/10/96
HOROSCOPE		X	TX4-408-456	9/10/96
10/01/96	71	11	TX4-363-283	
10/08/96	71	12	TX4-363-283	
10/15/96	71	13	TX4-363-283	
10/22/96	71	14	TX4-363-283	
VINEGAR		X	TX4-408-460	10/22/96
CARDS, CRYSTALS		X	TX4-408-459	10/22/96
VITAMINS		X	TX4-408-462	10/22/96
BEAUTY		600	TX4-408-463	10/22/96
10/29/96	71	15	TX-4-398-485	
11/05/96	71	16	TX-4-398-485	

	NATIONAL ENQUIRER		
	DAO 50148		ISSN 1056-34
			CERTIFICATE
ISSUE	VOLUME	NUMBER	NUMBER
12/17/96	71	22	TX4-421-450
12/24/96	71	23	TX4-421-450
12/31/96	71	24	TX4-421-450
01/07/97	71	25	TX4-421-450
01/14/97	71	26	TX4-421-451
01/21/97	71	27	TX4-421-451
01/28/97	71	28	TX4-421-451
02/04/97	71	29	TX4-421-451
02/11/97	71	30	TX4-421-451
02/18/97	71	31	TX4-421-451
02/25/97	71	32	TX4-437-175
03/04/97	71	33	TX4-437-175
03/11/97	71	34	TX4-437-175
03/18/97	71	35	TX4-437-175
03/25/97	71	36	TX4-437-175
21 DIETS	1/21/97		TX4-511-458
GINGER	1/21/97		TX4-511-454
NOSTRADAMUS	1/21/97		TX4-511-452
CATS	1/21/97		TX4-511-451
HOROSCOPE	3/4/97		TX4-511-456
OWN WAY	3/4/97		TX4-511-457
FRUIT JUICES	3/4/97		TX4-511-455
PSYCHIC DREAM	3/4/97		TX4-511-453
FAST FOOD	4/22/97		TX4-493-956
BIBLE PROPHECI	4/22/97	3	TX4-493-955
MELT OFF 15	4/22/97		TX4-498-621
PSYCHIC ROMAN	4/22/97		TX4-498-622
FAST BURN FOOD	6/3/97		TX 4-574-715
PSYCHIC TESTS	6/3/97		TX 4-574-714
HOROSCOPES	6/3/97		TX 4-574-717
VINEGAR, NUTS	6/3/97		TX 4-574-718
04/01/97	71	37	TX 4-476-165

	NATIONAL ENQUIRER		
	DAO 50148		ISSN 1056-34
			CERTIFICATE
ISSUE	VOLUME	NUMBER	NUMBER
04/08/97	71	38	TX 4-476-465
04/15/97	71	39	TX 4-476-465
04/22/97	71	40	TX 4-476-465
04/29/97	71	41	TX 4-476-465
05/06/97	71	42	TX 4-476-465
05/13/97	71	43	TX 4-476-465
05/20/97	71	44	TX 4-476-465
05/27/97	71	45	TX 4-498-097
06/03/97	71	46	TX 4-498-097
06/10/97	71	47	TX 4-498-097
06/17/97	71	48	TX 4-498-097
06/24/97	71	49	TX 4-498-097
BIBLE FOODS	7/27/97	5	TX 4-635-722
GERM PROOF	7/27/97	5	TX-4-641-724
GARLIC	7/27/97	5	TX4-638-639
NATURAL REME	7/27/97	5	TX4-642-763
07/01/97	71	50	TX 4-540-164
07/08/97	71	51	TX 4-540-164
07/15/97	71	52	TX 4-540-164
07/22/97	72	1	TX 4-540-164
07/29/97	72	2	TX 4-540-164
08/05/97	72	3	TX 4-540-164
08/12/97	72	4	TX 4-540-164
08/19/97	72	5	TX 4-540-164
08/26/97	72	6	TX 4-540-164
READ PALMS	8/26/97	6	TX4-641-722
HOROSCOPE	8/26/97	6	TX4-640-063
MIRACLES	8/26/97	6	TX4-641-723
ATTIC TREASURE	8/26/97	6	TX 4-638-640
			800008066
09/02/97	72	7	TX 4-569-456
09/09/97	72	8	TX 4-569-456
09/16/97	72	9	TX 4-569-456
09/23/97	72	10	TX 4-569-456
09/30/97	72	11	TX 4-569-456
[illegible]	[illegible]	[illegible]	[illegible]

	NATIONAL ENQUIRER		
	DAO 50148		ISSN 1056-34
			CERTIFICATE
ISSUE	VOLUME	NUMBER	NUMBER
10/14/97	72	13	TX 4-569-456
10/21/97	72	14	TX 4-569-456
10/28/97	72	15	TX 4-569-456
11/04/97	72	16	TX 4-569-456
NATURAL FOODS	10/7		
MIRACLE MEDS	10/7		
SPOOKY TALES	10/7		
DREAMS	10/7		
BABY NAMES	11/18		
HOROSCOPE	11/18		
MUSHROOMS	11/18		
MIRACLES	11/18		
11/11/97	72	17	TX 4-603-936
11/18/97	72	18	TX 4-603-936
11/25/97	72	19	TX 4-603-936
12/02/97	72	20	TX 4-603-936
12/09/97	72	21	TX 4-603-936
12/16/97	72	22	TX 4-603-936
12/23/97	72	23	TX 4-603-936
12/30/97	72	24	TX 4-603-936
01/06/98	72	25	TX 4-603-936
DEBT FAST			
HERBAL REMEDIES			
VITAMIN BIBLE			
PREDICTIONS			
MR. RIGHT			
SPRING HOROSCOPE			
NATURES TONIC			
FAT & CALORIES			
01/13/98	72	26	TX 4-658-116
01/20/98	72	27	TX 4-658-116
01/27/98	72	28	TX 4-658-116
02/03/98	72	29	TX 4-658-116
02/10/98	72	30	TX 4-658-116
02/17/98	72	31	TX 4-658-116

	NATIONAL ENQUIRER		
	DAO 50148		ISSN 1056-34
			CERTIFICATE
ISSUE	VOLUME	NUMBER	NUMBER
02/24/98	72	32	TX 4-658-116
03/03/98	72	33	TX 4-658-116
03/10/98	72	34	TX 4-658-116
03/17/98	72	35	TX 4-658-116

NATIONAL ENQUIRER			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
3/24/98	72	36	TX 4-681-970
3/31/98	72	37	TX 4-681-970
4/7/98	72	38	TX 4-681-970
4/14/98	72	39	TX 4-681-970
4/21/98	72	40	TX 4-681-970
4/28/98	72	41	TX 4-681-970
5/5/98	72	42	TX 4-681-970
5/12/98	72	43	TX 4-681-970
5/19/98	72	44	TX 4-681-970
5/24/98	72	45	TX 4-681-970
6/2/98	72	46	TX 4-740-661
6/9/98	72	47	TX 4-740-661
6/16/98	72	48	TX 4-740-661
6/23/98	72	49	TX 4-740-661
6/30/98	72	50	TX 4-740-661
7/7/98	72	51	TX 4-740-661
7/14/98	72	52	TX 4-740-661
7/21/98	73	1	TX 4-740-661
7/28/98	73	2	TX 4-740-661
8/4/98	73	3	TX 4-765-627
8/11/98	73	4	TX 4-765-627
8/18/98	73	5	TX 4-765-627

NATIONAL ENQUIRER			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
8/25/98	73	6	TX 4-765-627
9/1/98	73	7	TX 4-765-627
9/8/98	73	8	TX 4-765-627
9/15/98	73	9	TX 4-765-627
9/22/98	73	10	TX 4-765-627
9/29/98	73	11	TX 4-765-627
10/6/98	73	12	TX 4-765-627
10/13/98	73	13	TX 4-765-627

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
02-Apr-91	12	26	TX - 3034664
09-Apr-91	12	27	TX - 3031960
16-Apr-91	12	28	TX - 3033384
23-Apr-91	12	29	TX - 3039368
30-Apr-91	12	30	TX - 3052032
07-May-91	12	31	TX - 3059336
14-May-91	12	32	TX - 3069741
21-May-91	12	33	TX - 3069762
28-May-91	12	34	TX - 3069802
04-Jun-91	12	35	TX - 3073278
11-Jun-91	12	36	TX - 3074992
18-Jun-91	12	37	TX - 3079721
25-Jun-91	12	38	TX - 3084122
02-Jul-91	12	39	TX - 3092427
09-Jul-91	12	40	TX - 3095313
16-Jul-91	12	41	TX - 3093851
23-Jul-91	12	42	TX - 3109151
30-Jul-91	12	43	TX - 3097575
06-Aug-91	12	44	TX - 3115190
13-Aug-91	12	45	TX - 3121753
20-Aug-91	12	46	TX - 3115559
27-Aug-91	12	47	TX - 3126735
03-Sep-91	12	48	TX - 3127937
10-Sep-91	12	49	TX - 3136227
17-Sep-91	12	50	TX - 3140521
24-Sep-91	12	51	TX - 3143733
01-Oct-91	12	52	TX - 3149952
08-Oct-91	13	1	TX - 3157614
15-Oct-91	13	2	TX - 3179353
22-Oct-91	13	3	TX - 3163022
29-Oct-91	13	4	TX - 3163012
05-Nov-91	13	5	TX - 3178131
12-Nov-91	13	6	TX - 3186970
19-Nov-91	13	7	TX - 3175087
26-Nov-91	13	8	TX - 3201752
03-Dec-91	13	9	TX - 3198360
10-Dec-91	13	10	TX - 3204845
17-Dec-91	13	11	TX - 3205047

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
24-Dec-91	13	12	TX - 3205049
31-Dec-91	13	13	TX- 3214589
07-Jan-92	13	14	TX - 3214581
14-Jan-92	13	15	TX - 3216808
21-Jan-92	13	16	TX- 3224688
28-Jan-92	13	17	TX- 3244179
04-Feb-92	13	18	TX - 3254530
11-Feb-92	13	19	TX - 3303482
18-Feb-92	13	20	TX - 3275623
25-Feb-92	13	21	TX - 3275623
03-Mar-92	13	22	TX - 3275623
10-Mar-92	13	23	TX - 3275623
17-Mar-92	13	24	TX - 3275623
24-Mar-92	13	25	TX - 3275731
31-Mar-92	13	26	TX - 3275731
07-Apr-92	13	27	TX - 3275731
14-Apr-92	13	28	TX - 3275731
21-Apr-92	13	29	TX- 3307432
28-Apr-92	13	30	TX - 3307432
05-May-92	13	31	TX - 3307432
12-May-92	13	32	TX - 3307432
UNSOLVED	1	SUMMER	TX - 3314281
19-May-92	13	33	TX - 3331552
26-May-92	13	34	TX - 3331552
02-Jun-92	13	35	TX - 3331552
09-Jun-92	13	36	TX - 3331552
16-Jun-92	13	37	TX - 3331552
23-Jun-92	13	38	TX - 3361088
30-Jun-92	13	39	TX - 3361088
07-Jul-92	13	40	TX - 3361088
14-Jul-92	13	41	TX - 3361088
21-Jul-92	13	42	TX - 3414124
28-Jul-92	13	43	TX - 3414124
04-Aug-92	13	44	TX - 3414124
11-Aug-92	13	45	TX - 3414124
18-Aug-92	13	46	TX - 3414124
25-Aug-92	13	47	TX - 3414124
01-Sep-92	13	48	TX - 3414272

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
08-Sep-92	13	49	TX - 3414272
15-Sep-92	13	50	TX - 3414272
22-Sep-92	13	51	TX - 3414272
29-Sep-92	13	52	TX - 3414272
06-Oct-92	14	1	TX - 3425299
13-Oct-92	14	2	TX - 3425299
20-Oct-92	14	3	TX - 3425299
27-Oct-92	14	4	TX - 3425299
03-Nov-92	14	5	TX - 3425299
10-Nov-92	14	6	TX - 3457361
17-Nov-92	14	7	TX - 3457361
24-Nov-92	14	8	TX - 3457361
01-Dec-92	14	9	TX - 3457361
08-Dec-92	14	10	TX - 3457361
15-Dec-92	14	11	TX - 3457456
22-Dec-92	14	12	TX - 3457456
29-Dec-92	14	13	TX - 3457456
05-Jan-93	14	14	TX - 3527485
12-Jan-93	14	15	TX - 3527485
19-Jan-93	14	16	TX - 3527484
26-Jan-93	14	17	TX - 3527484
02-Feb-93	14	18	TX - 3527484
09-Feb-93	14	19	TX - 3489020
16-Feb-93	14	20	TX - 3489020
23-Feb-93	14	21	TX - 3489020
02-Mar-93	14	22	TX - 3489020
09-Mar-93	14	23	TX - 3489020
16-Mar-93	14	24	TX - 3529971
23-Mar-93	14	25	TX - 3529971
30-Mar-93	14	26	TX - 3529971
FANTASTIC	2	SUMMER	TX - 3521691
06-Apr-93	14	27	TX - 3529371
13-Apr-93	14	28	TX - 3529371
20-Apr-93	14	29	TX - 3539325
27-Apr-93	14	30	TX - 3539325
04-May-93	14	31	TX - 3539325
11-May-93	14	32	TX - 3539325
18-May-93	14	33	TX - 3644703

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
25-May-93	14	34	TX- 3644703
01-Jun-93	14	35	TX- 3644703
08-Jun-93	14	36	TX - 3644703
15-Jun-93	14	37	TX - 3644703
22-Jun-93	14	38	TX - 3644703
29-Jun-93	14	39	TX - 3629228
06-Jul-93	14	40	TX - 3629228
13-Jul-93	14	41	TX - 3629228
20-Jul-93	14	42	TX - 3629228
27-Jul-93	14	43	TX - 3629228
03-Aug-93	14	44	TX - 3622692
10-Aug-93	14	45	TX - 3622692
17-Aug-93	14	46	TX - 3622692
24-Aug-93	14	47	TX - 3622692
31-Aug-93	14	48	TX - 3629866
07-Sep-93	14	49	TX - 3629866
14-Sep-93	14	50	TX - 3629866
21-Sep-93	14	51	TX - 3629866
28-Sep-93	14	52	TX - 3629866
05-Oct-93	15	1	TX - 3629866
12-Oct-93	15	2	TX - 3703175
19-Oct-93	15	3	TX - 3703175
26-Oct-93	15	4	TX - 3703175
02-Nov-93	15	5	TX - 3703175
09-Nov-93	15	6	TX - 3703175
16-Nov-93	15	7	TX - 3703175
23-Nov-93	15	8	TX - 3675488
30-Nov-93	15	9	TX - 3675488
07-Dec-93	15	10	TX - 3675488
14-Dec-93	15	11	TX - 3675488
21-Dec-93	15	12	TX - 3675488
28-Dec-93	15	13	TX - 3694780
04-Jan-94	15	14	TX - 3694780
11-Jan-94	15	15	TX - 3694780
18-Jan-94	15	16	TX - 3754270
25-Jan-94	15	17	TX - 3754270
01-Feb-94	15	18	TX - 3754270
08-Feb-94	15	19	TX - 3754270

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
15-Feb-94	15	20	TX-3754270
22-Feb-94	15	21	TX-3754270
01-Mar-94	15	22	TX-3754480
08-Mar-94	15	23	TX-3754480
15-Mar-94	15	24	TX-3754480
22-Mar-94	15	25	TX-3754480
29-Mar-94	15	26	TX-3754480
05-Apr-94	15	27	TX-3740492
12-Apr-94	15	28	TX-3740492
19-Apr-94	15	29	TX-3740492
26-Apr-94	15	30	TX-3740492
03-May-94	15	31	TX-3740492
10-May-94	15	32	TX-3803655
17-May-94	15	33	TX-3803655
24-May-94	15	34	TX-3803655
31-May-94	15	35	TX-3803655
07-Jun-94	15	36	TX-3803655
14-Jun-94	15	37	TX-3803655
21-Jun-94	15	38	TX-3803655
28-Jun-94	15	39	TX-3836847
05-Jul-94	15	40	TX-3836847
12-Jul-94	15	41	TX-3836847
19-Jul-94	15	42	TX-3836847
26-Jul-94	15	43	TX-3836847
02-Aug-94	15	44	TX-3836847
09-Aug-94	15	45	TX-3836847
16-Aug-94	15	46	TX-3836847
23-Aug-94	15	47	TX-3941631
30-Aug-94	15	48	TX-3941631
06-Sep-94	15	49	TX-3941631
13-Sep-94	15	50	TX-3941631
20-Sep-94	15	51	TX-3941631
27-Sep-94	15	52	TX-3941631
04-Oct-94	16	1	TX-3941631
11-Oct-94	16	2	TX-3941631
18-Oct-94	16	3	TX-3941631
25-Oct-94	16	4	TX-3970051
01-Nov-94	16	5	TX-3970051

	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
08-Nov-94	16	6	TX 3970051
15-Nov-94	16	7	TX- 3970051
22-Nov-94	16	8	TX- 3970051
29-Nov-94	16	9	TX- 3970051
06-Dec-94	16	10	TX- 3970051
13-Dec-94	16	11	TX -3973632
20-Dec-94	16	12	TX -3973632
27-Dec-94	16	13	TX - 3973632
03-Jan-95	16	14	TX -3973632
10-Jan-95	16	15	TX- 3982912
17-Jan-95	16	16	TX -3982912
24-Jan-95	16	17	TX-3982912
31-Jan-95	16	18	TX - 3982912
07-Feb-95	16	19	TX-3982912
14-Feb-95	16	20	TX- 3982912
21-Feb-95	16	21	TX- 3982912
28-Feb-95	16	22	TX- 3950641
07-Mar-95	16	23	TX - 3950641
14-Mar-95	16	24	TX- 3950641
21-Mar-95	16	25	TX- 3950641
28-Mar-95	16	26	TX - 4016988
04-Apr-95	16	27	TX- 4016988
11-Apr-95	16	28	TX- 4016988
18-Apr-95	16	29	TX- 4016988
25-Apr-95	16	30	TX- 4016988
02-May-95	16	31	TX- 4016988
09-May-95	16	32	TX - 4016988
16-May-95	16	33	TX - 4016988
23-May-95	16	34	TX- 4080286
30-May-95	16	35	TX - 4080286
06-Jun-95	16	36	TX - 4080286
13-Jun-95	16	37	TX - 4080286
20-Jun-95	16	38	TX - 4080286
27-Jun-95	16	39	TX - 4080286

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
04-Jul-95	16	40	TX- 4080286
11-Jul-95	16	41	TX- 4080286
18-Jul-95	16	42	TX- 4080286
25-Jul-95	16	43	TX- 4095140
01-Aug-95	16	44	TX- 4095140
08-Aug-95	16	45	TX- 4095140
15-Aug-95	16	46	TX- 4095140
22-Aug-95	16	47	TX- 4095140
29-Aug-95	16	48	TX- 4095140
05-Sep-95	16	49	TX- 4108958
12-Sep-95	16	50	TX- 4108958
19-Sep-95	16	51	TX- 4108958
26-Sep-95	16	52	TX- 4108958
03-Oct-95	17	1	TX- 4108958
10-Oct-95	17	2	TX- 4115928
17-Oct-95	17	3	TX- 4115928
24-Oct-95	17	4	TX- 4115928
31-Oct-95	17	5	TX -4115928
07-Nov-95	17	6	TX 4-165-120
14-Nov-95	17	7	TX 4-165-120
21-Nov-95	17	8	TX 4-165-120
28-Nov-95	17	9	TX 4-165-120
05-Dec-95	17	10	TX 4-165-120
12-Dec-95	17	11	TX 4-165-120
19-Dec-95	17	12	TX 4-165-120
26-Dec-95	17	13	TX4-184-377
02-Jan-96	17	14	TX4-184-377
09-Jan-96	17	15	TX4-184-399
16-Jan-96	17	16	TX4-184-399
23-Jan-96	17	17	TX4-184-399
30-Jan-96	17	18	TX4-194-963

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
06-Feb-96	17	19	TX4-194-963
13-Feb-96	17	20	TX4-194-963
20-Feb-96	17	21	TX4-184-573
27-Feb-96	17	22	TX4-184-573
05-Mar-96	17	23	TX4-184-573
12-Mar-96	17	24	TX4-184-573
19-Mar-96	17	25	TX4-184-573
26-Mar-96	17	26	TX4-204-308
02-Apr-96	17	27	TX4-204-308
09-Apr-96	17	28	TX4-204-308
16-Apr-96	17	29	TX4-204-308
23-Apr-96	17	30	TX4-204-308

WEEKLY WORLD NEWS			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
4/30/96	17	31	N/A
5/7/96	17	32	N/A
5/14/96	17	33	N/A
5/21/96	17	34	N/A
5/28/96	17	35	N/A
6/4/96	17	36	N/A
6/11/96	17	37	N/A
6/18/96	17	38	N/A
6/25/96	17	39	N/A

	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
02-Jul-96	17	40	TX4-311-452
09-Jul-96	17	41	TX4-311-452
16-Jul-96	17	42	TX4-311-452
23-Jul-96	17	43	TX4-311-452
30-Jul-96	17	44	TX4-311-452
06-Aug-96	17	45	TX4-311-452
13-Aug-96	17	46	TX4-311-452
20-Aug-96	17	47	TX4-311-452
27-Aug-96	17	48	TX4-348-827
03-Sep-96	17	49	TX4-348-827
10-Sep-96	17	50	TX4-348-827
17-Sep-96	17	51	TX4-348-827
24-Sep-96	17	52	TX4-348-827
01-Oct-96	18	1	TX4-348-827
08-Oct-96	18	2	TX4-348-827
15-Oct-96	18	3	TX4-348-827
22-Oct-96	18	4	TX4-348-827
29-Oct-96	18	5	TX4-399-524
05-Nov-96	18	6	TX4-399-524
12-Nov-96	18	7	TX4-399-524
19-Nov-96	18	8	TX4-399-524
26-Nov-96	18	9	TX4-399-524
03-Dec-96	18	10	TX4-399-524
10-Dec-96	18	11	TX4-399-524
17-Dec-96	18	12	TX4-420-614
24-Dec-96	18	13	TX4-420-614
31-Dec-96	18	14	TX4-420-614
07-Jan-97	18	15	TX4-420-614
14-Jan-97	18	16	TX4-411-750
21-Jan-97	18	17	TX4-411-750
28-Jan-97	18	18	TX4-411-750
04-Feb-97	18	19	TX4-411-750
11-Feb-97	18	20	TX4-411-750
18-Feb-97	18	21	TX4-411-750
	18		

	[illegible] WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
02/25/97	18	22	TX4-437-176
03/04/97	18	23	TX4-437-176
03/11/97	18	24	TX4-437-176
03/18/97	18	25	TX4-437-176
03/25/97	18	26	TX4-437-176
04/01/97	18	27	TX4-464-882
04/08/97	18	28	TX4-464-882
04/15/97	18	29	TX4-464-882
04/22/97	18	30	TX4-464-882
04/29/97	18	31	TX4-464-882
05/06/97	18	32	TX4-464-882
05/13/97	18	33	TX4-464-882
05/20/97	18	34	TX4-464-882
05/27/97	18	35	TX4-498-098
06/03/97	18	36	TX4-498-098
06/10/97	18	37	TX4-498-098
06/17/97	18	38	TX4-498-098
06/24/97	18	39	TX4-498-098
07/01/97	18	40	TX4-531-683
07/08/97	18	41	TX4-531-683
07/15/97	18	42	TX4-531-683
07/22/97	18	43	TX4-531-683
07/29/97	18	44	TX4-531-683
08/05/97	18	45	TX4-531-683
08/12/97	18	46	TX4-531-683
08/19/97	18	47	TX4-531-683
08/26/97	18	48	TX4-531-683
09/02/97	18	49	TX4-569-431
09/09/97	18	50	TX4-569-431
09/16/97	18	51	TX4-569-431
09/23/97	18	52	TX4-569-431
09/30/97	19	1	TX4-569-431
10/07/97	19	2	TX4-569-431
10/14/97	19	3	TX4-569-431
10/21/97	19	4	TX4-569-431
10/28/97	19	5	TX4-569-431
11/04/97	19	6	TX4-569-431
11/11/97	19	7	TX4-569-431

	WEEKLY WORLD NEWS		
	DAO 35572		ISSN 0199057
			CERTIFICAT
ISSUE	VOLUME	NUMBER	NUMBER
11/18/97	19	8	TX4-614-729
11/25/97	19	9	TX4-614-729
12/02/97	19	10	TX4-614-729
12/09/97	19	11	TX4-614-729
12/16/97	19	12	TX4-614-729
12/23/97	19	13	TX4-614-729
12/30/97	19	14	TX4-614-729
01/06/98	19	15	TX4-614-729
01/13/98	19	16	TX4-620-962
01/20/98	19	17	TX4-620-962
01/27/98	19	18	TX4-620-962
02/03/98	19	19	TX4-620-962
02/10/98	19	20	TX4-620-962
02/17/98	19	21	TX4-620-962
02/24/98	19	22	TX4-620-962
03/03/98	19	23	TX4-620-962
03/10/98	19	24	TX4-620-962
03/17/98	19	25	TX4-620-962
03/24/98	19	26	TX4-673-890

WEEKLY WORLD NEWS			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
3/31/98	19	27	TX 4-673-890
4/7/98	19	28	TX 4-673-890
4/14/98	19	29	TX 4-673-890
4/21/98	19	30	TX 4-673-890
4/28/98	19	31	TX 4-673-890
5/5/98	19	32	TX 4-673-890
5/12/98	19	33	TX 4-673-890
5/19/98	19	34	TX 4-673-890
5/24/98	19	35	TX 4-673-890
6/2/98	19	36	TX 4-741-427
6/9/98	19	37	TX 4-741-427
6/16/98	19	38	TX 4-741-427
6/23/98	19	39	TX 4-741-427
6/30/98	19	40	TX 4-741-427
7/7/98	19	41	TX 4-741-427
7/14/98	19	42	TX 4-741-427
7/21/98	19	43	TX 4-741-427
7/28/98	19	44	TX 4-741-427
8/4/98	19	45	TX 4-765-625
8/11/98	19	46	TX 4-765-625
8/18/98	19	47	TX 4-765-625
8/25/98	19	48	TX 4-765-625

WEEKLY WORLD NEWS			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
9/1/98	19	49	TX 4-765-625
9/8/98	19	50	TX 4-765-625
9/15/98	19	51	TX 4-765-625
9/22/98	19	52	TX 4-765-625
9/29/98	20	1	TX 4-765-625
10/6/98	20	2	TX 4-765-625
10/13/98	20	3	TX 4-765-625
10/20/98	20	4	TX 4-646-369
10/27/98	20	5	TX 4-646-369
11/3/98	20	6	TX 4-646-369
11/10/98	20	7	TX 4-646-369
11/17/98	20	8	TX 4-646-369
11/24/98	20	9	TX 4-646-369
12/01/98	20	10	TX 4-646-369
12/08/98	20	11	TX 4-646-369
12/15/98	20	12	TX 4-646-369
12/22/98	20	13	TX 4-646-369
12/29/98	20	14	TX 4-646-369

COUNTRY WEEKLY				
	DAO 76619		ISSN 1074-3235	
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER	DEPOSIT
04/12/94	1	1	TX-3831818	
04/19/94	1	2	TX-3828043	
04/26/94	1	3	TX-3828051	
05/03/94	1	4	TX-3828044	
05/10/94	1	5	TX-3828045	
05/17/94	1	6	TX-3803625	
05/24/94	1	7	TX-3803625	
05/31/94	1	8	TX-3803625	
06/07/94	1	9	TX-3803625	
06/14/94	1	10	TX-3803625	
06/21/94	1	11	TX-3803625	
06/28/94	1	12	TX-3836883	
07/05/94	1	13	TX-3836883	
07/12/94	1	14	TX-3836883	
07/19/94	1	15	TX-3836883	
07/26/94	1	16	TX-3836883	
08/02/94	1	17	TX-3836883	
08/09/94	1	18	TX-3836883	
08/16/94	1	19	TX-3836883	
08/23/94	1	20	TX-3923327	
08/30/94	1	21	TX-3923327	
09/06/94	1	22	TX-3923327	
09/13/94	1	23	TX-3923327	
09/20/94	1	24	TX-3923327	
09/27/94	1	25	TX-3923327	
10/04/94	1	26	TX-3923327	
10/11/94	1	27	TX-3923327	
10/18/94	1	28	TX-3923327	
10/25/94	1	29	TX-3958239	
11/01/94	1	30	TX-3958239	
11/08/94	1	31	TX-3958239	
11/15/94	1	32	TX-3958239	
11/22/94	1	33	TX-3958239	
11/29/94	1	34	TX-3958239	
12/06/94	1	35	TX-3958239	
12/13/94	1	36	TX-4005061	

	COUNTRY WEEKLY			
	DAO 76619		ISSN 1074-3235	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
12/20/94	1	37	TX-4005061	
12/27/94	1	38	TX- 4005061	
01/03/95	2	1	TX- 4005061	
01/10/95	2	2	TX- 3988072	
01/17/95	2	3	TX-3988072	
01/24/95	2	4	TX-3988072	
01/31/95	2		TX- 3988072	
02/07/95	2	6	TX-3988072	
02/14/95	2	7	TX- 3988072	
02/21/95	2	8	TX-3988072	
02/28/95	2	9	TX-4014489	
03/07/95	2	10	TX-4014489	
03/14/95	2	11	TX- 4014489	
03/21/95	2	12	TX- 4014489	$600.00
YEAR END BALANCE				
03/28/95	2	13	TX - 4016540	
04/04/95	1	14	TX - 4016540	
04/11/95	2	15	TX - 4016540	
04/18/95	2	16	TX-4016540	
04/25/95	2	17	TX - 4016540	
05/02/95	2	18	TX- 4016540	
05/09/95	2	19	TX-4016540	
05/16/95	2	20	TX-4016540	
05/23/95	2	21	TX-4054070	
05/30/95	2	22	TX - 4054070	
06/06/95	2	23	TX-4054070	
06/13/95	2	24	TX - 4054070	
06/20/95	2	25	TX- 4054070	
06/27/95	2	26	TX-4054070	
07/04/95	2	27	TX- 4054070	
07/11/95	2	28	TX-4054070	
07/18/95	2	29	TX-4054070	

	COUNTRY WEEKLY			
	DAO 76619		ISSN 1074-3235	
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER	DEPOSIT
07/25/95	2	30	TX-4095074	
08/01/95	2	31	TX-4095074	
08/08/95	2	32	TX-4095074	
08/15/95	2	33	TX-4095074	
08/22/95	2	34	TX-4095074	
08/29/95	2	35	TX-4095074	
09/05/95	2	36	TX-4108997	
09/12/95	2	37	TX-4108997	
09/19/95	2	38	TX-4108997	
09/26/95	2	39	TX-4108997	
10/03/95	2	40	TX-4108997	
10/10/95	2	41	TX4-123-331	
10/17/95	2	42	TX4-123-331	
10/24/95	2	43	TX4-123-331	
10/31/95	2	44	TX4-123-331	
11/07/95	2	45	TX4-165-281	
11/14/95	2	46	TX4-165-281	
11/21/95	2	47	TX4-165-281	
11/28/95	2	48	TX4-165-281	
12/05/95	2	49	TX4-165-281	
12/12/95	2	50	TX4-165-281	
12/19/95	2	51	TX4-165-281	
12/26/95	2	52	TX4-184-815	
01/02/96	3	1	TX4-184-815	
01/09/96	3	2	TX4-184-816	
01/16/96	3	3	TX4-184-816	
01/23/96	3	4	TX4-184-816	
01/30/96	3	5	TX4-194-967	
02/06/96	3	6	TX4-194-967	
02/13/96	3	7	TX4-194-967	

	COUNTRY WEEKLY			
	DAO 76619		ISSN 1074-3235	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
02/20/96	3	8	TX4-184-535	
02/27/96	3	9	TX4-184-535	
03/05/96	3	10	TX4-184-535	
03/12/96	3	11	TX4-184-535	
03/19/96	3	12	TX4-184-535	
03/26/96	3	13	TX4-224-472	
04/02/96	3	14	TX4-224-472	
04/09/96	3	15	TX4-224-472	
04/16/96	3	16	TX4-224-472	
04/23/96	3	17	TX4-224-472	$600.00
04/30/96	3	18	TX4-273-564	
05/07/96	3	19	TX4-273-564	
05/14/96	3	20	TX4-273564	
05/21/96	3	21	TX4-273564	
05/28/96	3	22	TX4273564	
06/04/96	3	23	TX4-273-564	
06/11/96	3	24	TX4-273-564	
06/18/96	3	25	TX4-273-564	
06/25/96	3	26	TX4-273564	
07/02/96	3	27	TX4-299-808	1
07/09/96	3	28	TX4-299-808	2
07/16/96	3	29	TX4-299-808	3
07/23/96	3	30	TX4-299-808	4
07/30/96	3	31	TX4-299-808	5
08/06/96	3	32	TX4-299-808	6
08/13/96	3	33	TX4-299-808	7
08/20/96	3	34	TX4-299-808	8
08/27/96	3	35	TX4-356-744	
09/03/96	3	36	TX4-356-744	

	COUNTRY WEEKLY			
	DAO 76619		ISSN 1074-3235	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
09/10/96	3	37	TX4-356-744	
09/17/96	3	38	TX4-356-744	
09/24/96	3	39	TX4-356-744	
10/01/96	3	40	TX4-356-744	
10/08/96	3	41	TX4-356-744	
10/15/96	3	42	TX4-356-744	
10/22/96	3	43	TX4-356-744	
10/29/96	3	44	TX4-356-744	
11/05/96	3	45	TX4-384-214	
11/12/96	3	46	TX4-384-214	
11/19/96	3	47	TX4-384-214	
11/26/96	3	48	TX4-384-214	
12/03/96	3	49	TX4-384-214	
12/10/96	3	50	TX4-384-214	
12/17/96	3	51	TX4-420-560	
12/24/96	3	52	TX4-420-560	
12/31/96	3	53	TX4-420-560	
01/07/97	4	1	TX4-420-560	
01/14/97	4	2	TX4-427-648	
01/21/97	4	3	TX4-427-648	
01/28/97	4	4	TX4-427-648	
02/04/97	4	5	TX4-427-648	
02/11/97	4	6	TX4-427-648	
02/18/97	4	7	TX4-427-648	
02/25/97	4	8	TX4-468-153	
03/04/97	4	9	TX4-468-153	
03/11/97	4	10	TX4-468-153	
03/18/97	4	11	TX4-468-153	
03/25/97	4	12	TX4-468-153	
04/01/97	4	13	TX4-464-888	
04/08/97	4	14	TX4-464-888	

	COUNTRY WEEKLY			
	DAO 76619		ISSN 1074-3235	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
04/15/97	4	15	TX4-464-888	
04/22/97	4	16	TX4-464-888	
04/29/97	4	17	TX4-464-888	
05/06/97	4	18	TX4-464-888	
05/13/97	4	19	TX4-464-888	
05/20/97	4	20	TX4-464-888	600
05/27/97	4	21	CALLED/WROTE LETTER	
06/03/97	4	22	WAITING FOR THEM	
06/10/97	4	23	TO FINISH RESEARCH	
06/17/97	4	24		
06/24/97	4	25		
07/01/97	4	26		
	ACTUAL BALANCE, THEY MUST MOVE			
	OTHER DEPOSIT TO SOM			
07/08/97	4	27	TX 4-540-166	
07/15/97	4	28	TX 4-540-166	
07/22/97	4	29	TX 4-540-166	
07/29/97	4	30	TX 4-540-166	
08/05/97	4	31	TX 4-540-166	
08/12/97	4	32	TX 4-540-166	
08/19/97	4	33	TX 4-540-166	
08/26/97	4	34	TX 4-540-166	
09/02/97	4	35	TX 4-540-166	
09/09/97	4	36	TX 4-572-480	
09/16/97	4	37	TX 4-572-480	
09/23/97	4	38	TX 4-572-480	
09/30/97	4	39	TX 4-572-480	
10/07/97	4	40	TX 4-572-480	
10/14/97	4	41	TX 4-572-480	
10/21/97	4	42	TX 4-572-480	
10/28/97	4	43	TX 4-572-480	
11/04/97	4	44	TX 4-572-480	
11/11/97	4	45	TX 4-572-480	
11/18/97	4	46	TX 4-572-480	
11/25/97	4	47	TX 4-608-851	

	COUNTRY WEEKLY			
	DAO 76619		ISSN 1074-3235	
			CERTIFICATE	
ISSUE	VOLUME	NUMBER	NUMBER	DEPOSIT
12/02/97	4	48	TX 4-608-851	
12/09/97	4	49	TX 4-608-851	
12/16/97	4	50	TX 4-608-851	
12/23/97	4	51	TX 4-608-851	
12/30/97	4	52	TX 4-608-851	
01/06/98	5	1	TX 4-608-851	
01/13/98	5	2	TX 4-622-729	
01/20/98	5	3	TX 4-622-729	
01/27/98	5	4	TX 4-622-729	
02/03/98	5	5	TX 4-622-729	
02/10/98	5	6	TX 4-622-729	
02/17/98	5	7	TX 4-622-729	
02/24/98	5	8	TX 4-622-729	
03/03/98	5	9	TX 4-622-729	
03/10/98	5	10	TX 4-622-729	
03/17/98	5	11	TX 4-622-729	

COUNTRY WEEKLY			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
3/24/98	5	12	TX 4-673-876
3/31/98	5	13	TX 4-673-876
4/7/98	5	14	TX 4-673-876
4/14/98	5	15	TX 4-673-876
4/21/98	5	16	TX 4-673-876
4/28/98	5	17	TX 4-673-876
5/5/98	5	18	TX 4-673-876
5/12/98	5	19	TX 4-673-876
5/19/98	5	20	TX 4-673-876
5/26/98	5	21	TX 4-673-876
6/2/98	5	22	TX 4-734-610
6/9/98	5	23	TX 4-734-610
6/16/98	5	24	TX 4-734-610
6/23/98	5	25	TX 4-734-610
6/30/98	5	26	TX 4-734-610
7/7/98	5	27	TX 4-734-610
7/14/98	5	28	TX 4-734-610
7/21/98	5	29	TX 4-734-610
7/28/98	5	30	TX 4-734-610
8/4/98	5	31	TX 4-765-602
8/11/98	5	32	TX 4-765-602
8/18/98	5	33	TX 4-765-602

COUNTRY WEEKLY			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
8/25/98	5	34	TX 4-765-602
9/1/98	5	35	TX 4-765-602
9/8/98	5	36	TX 4-765-602
9/15/98	5	37	TX 4-765-602
9/22/98	5	38	TX 4-765-602
9/29/98	5	39	TX 4-765-602
10/6/98	5	40	TX 4-765-602
10/13/98	5	41	TX 4-765-602
10/20/98	5	42	TX-4-804-155
10/27/98	5	43	TX-4-804-155
11/3/98	5	44	TX-4-804-155
11/10/98	5	45	TX-4-804-155
11/17/98	5	46	TX-4-804-155
11/24/98	5	47	TX-4-804-155
12/1/98	5	48	TX-4-804-155
12/8/98	5	49	TX-4-804-155
12/15/98	5	50	TX-4-804-155
12/22/98	5	51	TX-4-804-155
12/29/98	5	52	TX-4-804-155

STAR MAGAZINE
1991 COPYRIGHT LOG

VOL.#	ISS.#	1991 ISSUES	COPYRIGHT REGISTRATION	
18	1	01-Jan-91	TX	3004365
18	2	08-Jan-91	TX	3004363
18	3	15-Jan-91	TX	3004362
18	4	22-Jan-91	TX	3004364
18	5	29-Jan-91	TX	3004366
18	6	05-Feb-91	TX	3033335
18	7	12-Feb-91	TX	3033336
18	8	19-Feb-91	TX	3033341
18	9	26-Feb-91	TX	3033340
18	10	05-Mar-91	TX	3033339
18	11	12-Mar-91	TX	3033338
18	12	19-Mar-91	TX	3033337
18	13	26-Mar-91	TX	3030590
18	14	02-Apr-91	TX	3033334
18	15	09-Apr-91	TX	3164721
18		09-Apr-91	TX	3126847
18	16	16-Apr-91	TX	3076625
18	17	23-Apr-91	TX	3076624
18	18	30-Apr-91	TX	3046662
18	19	07-May-91	TX	3102509
18	20	14-May-91	TX	3081404
18	21	21-May-91	TX	3081405
18	22	28-May-91	TX	3081406
18	23	04-Jun-91	TX	3078374
18	24	11-Jun-91	TX	3148602
18	25	18-Jun-91	TX	3148608
18	26	25-Jun-91	TX	3148604
18	27	02-Jul-91	TX	3148605
18	28	09-Jul-91	TX	3148607
18	29	16-Jul-91	TX	3113176
18	30	23-Jul-91	TX	3148609
18	31	30-Jul-91	TX	3148603
18	32	06-Aug-91	TX	3143732
18	33	13-Aug-91	TX	~~3143734~~ 3143734
18	34	20-Aug-91	TX	3197307
18	35	27-Aug-91	TX	3143737
18	36	03-Sep-91	TX	3143735
18	37	10-Sep-91	TX	3143736
18	38	17-Sep-91	TX	3209926
18	39	24-Sep-91	TX	3219842
18	40	01-Oct-91	TX	3219841
18	41	08-Oct-91	TX	3219840
18	42	15-Oct-91	TX	3219839
18	43	22-Oct-91	TX	3219838
18	44	29-Oct-91	TX	3210006
18	45	05-Nov-91	TX	3210005
18	46	12-Nov-91	TX	3210004
18	47	19-Nov-91	TX	3210003
18	48	26-Nov-91	TX	3210002
18	49	03-Dec-91	TX	~~3210110~~ 3210001
18	50	10-Dec-91	TX	3209924
18	51	17-Dec-91	TX	3209923
18	52	24-Dec-91	TX	3247923
18	53	31-Dec-91	TX	3247917

1991 SPECIAL ISSUES

VOL.#	ISS#	ISS. DATE	ISS. TITLE	COPYRIGHT REGISTRATION
1	1	25-Mar-91	WPAW I	TX 3033333
1	2	28-May-91	SWIMSUIT	TX 3081407
1	3	09-Jul-91	CHARLES & DI	TX 3148606
1	4	24-Sep-91	WPAW II	TX 3210078
1	5	26-Nov-91	JEANE DIXON	TX 3209925

STAR MAGAZINE
1992 COPYRIGHT LOG

VOL.#	ISS.#	1992 ISSUES	COPYRIGHT REGISTRATION	
19	1	07-Jan-92	TX	3247922
19	2	14-Jan-92	TX	3247918
19	3	21-Jan-92	TX	3247921
19	4	28-Jan-92	TX	3247920
19	5	04-Feb-92	TX	3247919
19	6	11-Feb-92	TX	3253990
19	7	18-Feb-92	TX	3253993
19	8	25-Feb-92	TX	3253991
19	9	03-Mar-92	TX	3278040
19	10	10-Mar-92	TX	3278043
19	11	17-Mar-92	TX	3278041
19	12	24-Mar-92	TX	3278042
19	13	31-Mar-92	TX	3278039
19	14	07-Apr-92	TX	3278038
19	15	14-Apr-92	TX	3303854
19	16	21-Apr-92	TX	3303853
19	17	28-Apr-92	TX	3297244
19	18	05-May-92	TX	3303855
19	19	12-May-92	TX	3314883
19	20	19-May-92	TX	3314821
19	21	26-May-92	TX	3314884
19	22	02-Jun-92	TX	3314822
19	23	09-Jun-92	TX	3343069
19	24	16-Jun-92	TX	3343070
19	25	23-Jun-92	TX	3343071
19	26	30-Jun-92	TX	3343072
19	27	07-Jul-92	TX	3356421
19	28	14-Jul-92	TX	3356420
19	29	21-Jul-92	TX	3356422
19	30	28-Jul-92	TX	3356423
19	31	04-Aug-92	TX	3379260
19	32	11-Aug-92	TX	3379261
19	33	18-Aug-92	TX	3373925
19	34	25-Aug-92	TX	3373926
19	35	01-Sep-92	TX	3373868
19	36	08-Sep-92	TX	3397867
19	37	15-Sep-92	TX	3397816
19	38	22-Sep-92	TX	3397817
19	39	29-Sep-92	TX	3397815
19	40	06-Oct-92	TX	3397790
19	41	13-Oct-92	TX	3456063
19	42	20-Oct-92	TX	3456062
19	43	27-Oct-92	TX	3455901
19	44	03-Nov-92	TX	3456058
19	45	10-Nov-92	TX	3456059
19	46	17-Nov-92	TX	3456060
19	47	24-Nov-92	TX	3456130
19	48	01-Dec-92	TX	3456131
19	49	08-Dec-92	TX	3456099
19	50	15-Dec-92	TX	3456128
19	51	22-Dec-92	TX	3456098
19	52	29-Dec-92	TX	3456147

1992 SPECIAL ISSUES

VOL.#	ISS#	ISS. DATE	COVER	COPYRIGHT REGISTRATION
2	1	11-Feb-92	WPAW (SPRING)	TX 3275838
2	2	14-Apr-92	WPAW (SUMMER)	TX 3312340
2	3	04-Aug-92	WPAW (FALL)	TX 3397879
2	4	29-Sep-92	WPAW (FALL)	TX 3397818
2	5	24-Nov-92	DI & FERGIE	TX 3456061

STAR MAGAZINE
1993 COPYRIGHT LOG

VOL.#	ISS.#	1993 ISSUES	COPYRIGHT REGISTRATION	
20	1	05-Jan-93	TX	3506139
20	2	12-Jan-93	TX	3506140
20	3	19-Jan-93	TX	3506141
20	4	26-Jan-93	TX	3636649
20	5	02-Feb-93	TX	3506142
20	6	09-Feb-93	TX	3497584
20	7	16-Feb-93	TX	3497585
20	8	23-Feb-93	TX	3528522
20	9	02-Mar-93	TX	3528102
20	10	09-Mar-93	TX	3528507
20	11	16-Mar-93	TX	3528526
20	12	23-Mar-93	TX	3528525
20	13	30-Mar-93	TX	3528527
20	14	06-Apr-93	TX	3751558
20	15	13-Apr-93	TX	3528528
20	16	20-Apr-93	TX	3576396
20	17	27-Apr-93	TX	3560295
20	18	04-May-93	TX	3560296
20	19	11-May-93	TX	3560294
20	20	18-May-93	TX	3576393
20	21	25-May-93	TX	3576394
20	22	01-Jun-93	TX	3562005
20	23	08-Jun-93	TX	3562006
20	24	15-Jun-93	TX	3610149
20	25	22-Jun-93	TX	3610150
20	26	29-Jun-93	TX	3610151
20	27	06-Jul-93	TX	3630452
20	28	13-Jul-93	TX	3630447
20	29	20-Jul-93	TX	3630449
20	30	27-Jul-93	TX	3630453
20	31	03-Aug-93	TX	3630450
20	32	10-Aug-93	TX	3630451
20	33	17-Aug-93	TX	3702134
20	34	24-Aug-93	TX	3692477
20	35	31-Aug-93	TX	3692480
20	36	07-Sep-93	TX	3692481
20	37	14-Sep-93	TX	3680581
20	38	21-Sep-93	TX	3692478
20	39	28-Sep-93	TX	3692479
20	40	05-Oct-93	TX	3692476
20	41	12-Oct-93	TX	3680583
20	42	19-Oct-93	TX	3680582
20	43	26-Oct-93	TX	3732947
20	44	02-Nov-93	TX	3732948
20	45	09-Nov-93	TX	3732949
20	46	16-Nov-93	TX	3732950
20	47	23-Nov-93	TX	3732951
20	48	30-Nov-93	TX	3732952
20	49	07-Dec-93	TX	3732953
20	50	14-Dec-93	TX	3732954
20	51	21-Dec-93	TX	3732955
20	52	28-Dec-93	TX	3732956

VOL.#	ISS#	ISS. DATE	COVER	COPYRIGHT REGISTRATION
3	1	09-Feb-93	STAR BRIDES	TX 3506138
3	2	04-May-93	FBI FILES	TX 3576395

STAR MAGAZINE
1994 COPYRIGHT LOG

VOL.#	ISS #	1994 ISSUES	COPYRIGHT REGISTRATION	
21	1	04-Jan-94	TX	3732921
21	2	11-Jan-94	TX	3732920
21	3	18-Jan-94	TX	3732919
21	4	25-Jan-94	TX	3732918
21	5	01-Feb-94	TX	3924032
21	6	08-Feb-94	TX	3791945
21	7	15-Feb-94	TX	3815896
21	8	22-Feb-94	TX	4103480
21	9	01-Mar-94	TX	3924033
21	10	08-Mar-94	TX	3791951
21	11	15-Mar-94	TX	3791948
21	12	22-Mar-94	TX	3791947
21	13	29-Mar-94	TX	3791946
21	14	05-Apr-94	TX	3791952
21	15	12-Apr-94	TX	3870429
21	16	19-Apr-94	TX	3870424
21	17	26-Apr-94	TX	3870425
21	18	03-May-94	TX	3870426
21	19	10-May-94	TX	3870430
21	20	17-May-94	TX	3870431
21	21	24-May-94	TX	3870432
21	22	31-May-94	TX	3870428
21	23	07-Jun-94	TX	3817394
21	24	14-Jun-94	TX	3817397
21	25	21-Jun-94	TX	3817396
21	26	28-Jun-94	TX	3817395
21	27	05-Jul-94	TX	3817329
21	28	12-Jul-94	TX	3812916
21	29	19-Jul-94	TX	3915600
21	30	26-Jul-94	TX	3915597
21	31	02-Aug-94	TX	3915599
21	32	09-Aug-94	TX	3915598
21	33	16-Aug-94	TX	3915596
21	34	23-Aug-94	TX	3900462
21	35	30-Aug-94	TX	3900459
21	36	06-Sep-94	TX	3900461
21	37	13-Sep-94	TX	3900460
21	38	20-Sep-94	TX	3911113
21	39	27-Sep-94	TX	3911111
21	40	04-Oct-94	TX	3915595
21	41	11-Oct-94	TX	3911112
21	42	18-Oct-94	TX	3941357
21	43	25-Oct-94	TX	3941356
21	44	01-Nov-94	TX	3937248
21	45	08-Nov-94	TX	~~3938247~~ 3937247
21	46	15-Nov-94	TX	3937249
21	47	22-Nov-94	TX	3949320
21	48	29-Nov-94	TX	3949321
21	49	06-Dec-94	TX	3949318
21	50	13-Dec-94	TX	3949319
21	51	20-Dec-94	TX	3988390
21	52	27-Dec-94	TX	3988382

1994 SPECIAL ISSUES

VOL.#	ISS.#	ISS. DATE	COVER	COPYRIGHT REGISTRATION
4	1	24-May-94	20 YEARS	TX 3870427
4	2	31-May-94	JACKIE	TX PENDING
4	3			
4	4			

STAR MAGAZINE
1995 COPYRIGHT LOG

VOL.#	ISS #	1995 ISSUES	COPYRIGHT REGISTRATION	
22	1	03-Jan-95	TX	3988381
22	2	10-Jan-95	TX	3988457
22	3	17-Jan-95	TX	3999640
22	4	24-Jan-95	TX	3999642
22	5	31-Jan-95	TX	3999641
22	6	07-Feb-95	TX	3999639
22	7	14-Feb-95	TX	3988456
22	8	21-Feb-95	TX	3999324
22	9	28-Feb-95	TX	3999323
22	10	07-Mar-95	TX	3996139
22	11	14-Mar-95	TX	3999138
22	12	21-Mar-95	TX	3992322
22	13	28-Mar-95	TX	4096908
22	14	04-Apr-95	TX	3932980
22	15	11-Apr-95	TX	3932979
22	16	18-Apr-95	TX	3695601
22	17	25-Apr-95	TX	4013142
22	18	02-May-95	TX	4013143
22	19	09-May-95	TX	4116266
22	20	16-May-95	TX	4013141
22	21	23-May-95	TX	4064171
22	22	30-May-95	TX	4060099
22	23	06-Jun-95	TX	4110368
22	24	13-Jun-95	TX	4110367
22	25	20-Jun-95	TX	4060100
22	26	27-Jun-95	TX	4054453
22	27	04-Jul-95	TX	4054454
22	28	11-Jul-95	TX	4054456
22	29	18-Jul-95	TX	4054455
22	30	25-Jul-95	TX	4099850
22	31	01-Aug-95	TX	4099851
22	32	08-Aug-95	TX	4099849
22	33	15-Aug-95	TX	4099848
22	34	22-Aug-95	TX	4103195
22	35	29-Aug-95	TX	4103197
22	36	05-Sep-95	TX	4103198
22	37	12-Sep-95	TX	4103196
22	38	19-Sep-95	TX	4103194
22	39	26-Sep-95	TX	PENDING
22	40	03-Oct-95	TX	PENDING
22	41	10-Oct-95	TX	PENDING
22	42	17-Oct-95	TX	PENDING
22	43	24-Oct-95	TX	PENDING
22	44	31-Oct-95	TX	PENDING
22	45	07-Nov-95	TX	PENDING
22	46	14-Nov-95	TX	PENDING
22	47	21-Nov-95	TX	4252227
22	48	28-Nov-95	TX	4252223
22	49	05-Dec-95	TX	3771443
22	50	12-Dec-95	TX	3771442
22	51	19-Dec-95	TX	3771441
22	52	26-Dec-95	TX	4307071

VOL.#	ISS.#	ISS. DATE	COVER	COPYRIGHT REGISTRATION
5	1	28-Feb-95	STAR DIET	TX - PENDING
5	2	29-Aug-95	DRESSED	4103199
5	3			
5	4			

STAR MAGAZINE
1996 COPYRIGHT LOG

VOL#	ISS #	1996 ISSUES	COPYRIGHT REGISTRATION	
23	1	02-Jan-96	TX	4252220
23	2	09-Jan-96	TX	4252224
23	3	16-Jan-96	TX	4252225
23	4	23-Jan-96	TX	4269394
23	5	30-Jan-96	TX	4252226
23	6	06-Feb-96	TX	4307072
23	7	13-Feb-96	TX	4307073
23	8	20-Feb-96	TX	3771444
23	9	27-Feb-96	TX	3771445
23	10	05-Mar-96	TX	3771446
23	11	12-Mar-96	TX	3771476
23	12	19-Mar-96	TX	3771477
23	13	26-Mar-96	TX	4267804
23	14	02-Apr-96	TX	4267803
23	15	09-Apr-96	TX	4321016
23	16	16-Apr-96	TX	4321019
23	17	23-Apr-96	TX	4267805
23	18	30-Apr-96	TX	4267802
23	19	07-May-96	TX	4321017
23	20	14-May-96	TX	4321018
23	21	21-May-96	TX	PENDING
23	22	28-May-96	TX	4306457
23	23	04-Jun-96	TX	4306458
23	24	11-Jun-96	TX	4306459
23	25	18-Jun-96	TX	4306460
23	26	25-Jun-96	TX	4321020
23	27	02-Jul-96	TX	4348271
23	28	09-Jul-96	TX	4348278
23	29	16-Jul-96	TX	4348276
23	30	23-Jul-96	TX	4348275
23	31	30-Jul-96	TX	4348272
23	32	06-Aug-96	TX	4248277
23	33	13-Aug-96	TX	4348274
23	34	20-Aug-96	TX	4348273
23	35	27-Aug-96	TX	4439234
23	36	03-Sep-96	TX	4439233
23	37	10-Sep-96	TX	4397906
23	38	17-Sep-96	TX	4397905
23	39	24-Sep-96	TX	4397907
23	40	01-Oct-96	TX	4404950
23	41	08-Oct-96	TX	4404949
23	42	15-Oct-96	TX	4439235
23	43	22-Oct-96	TX	4439236
23	44	29-Oct-96	TX	4420999
23	45	05-Nov-96	TX	4420998
23	46	12-Nov-96	TX	4420997
23	47	19-Nov-96	TX	4420996
23	48	26-Nov-96	TX	4421000
23	49	03-Dec-96	TX	4421001
23	50	10-Dec-96	TX	4421002
23	51	17-Dec-96	TX	4421003
23	52	24-Dec-96	TX	4421004

STAR MAGAZINE
1997 COPYRIGHT LOG

VOL.#	ISS #	1997 ISSUES	COPYRIGHT REGISTRATION	
23	53	31-Dec-96	TX	4469446
24	1	07-Jan-97	TX	4468794
24	2	14-Jan-97	TX	4468795
24	3	21-Jan-97	TX	4513092
24	4	28-Jan-97	TX	4469463
24	5	04-Feb-97	TX	4469448
24	6	11-Feb-97	TX	4469443
24	7	18-Feb-97	TX	4469447
24	8	25-Feb-97	TX	4468793
24	9	04-Mar-97	TX	4468792
24	10	11-Mar-97	TX	4468791
24	11	18-Mar-97	TX	4468790
24	12	25-Mar-97	TX	4468789
24	13	01-Apr-97	TX	4513089
24	14	08-Apr-97	TX	4513088
24	15	15-Apr-97	TX	4513087
24	16	22-Apr-97	TX	4513086
24	17	29-Apr-97	TX	4513085
24	18	06-May-97	TX	4513082
24	19	13-May-97	TX	4513083
24	20	20-May-97	TX	4513084
24	21	27-May-97	TX	4581915
24	22	03-Jun-97	TX	4581916
24	23	10-Jun-97	TX	4581917
24	24	17-Jun-97	TX	4581918
24	25	24-Jun-97	TX	4581919
24	26	01-Jul-97	TX	4581921
24	27	08-Jul-97	TX	4581922
24	28	15-Jul-97	TX	4581923
24	29	22-Jul-97	TX	4581924
24	30	29-Jul-97	TX	4581920
24	31	05-Aug-97	TX	4581912
24	32	12-Aug-97	TX	4581913
24	33	19-Aug-97	TX	4581914
24	34	26-Aug-97	TX	4587222
24	35	02-Sep-97	TX	4587215
24	36	09-Sep-97	TX	4587214
24	37	16-Sep-97	TX	4587216
24	38	23-Sep-97	TX	4587221
24	39	30-Sep-97	TX	4587220
24	40	07-Oct-97	TX	4587219
24	41	14-Oct-97	TX	4587218
24	42	21-Oct-97	TX	4587217
24	43	28-Oct-97	TX	4587223
24	44	04-Nov-97	TX	4609057
24	45	11-Nov-97	TX	4609056
24	46	18-Nov-97	TX	4609055
24	47	25-Nov-97	TX	4609058
24	48	02-Dec-97	TX	4609054
24	49	09-Dec-97	TX	4609053
24	50	16-Dec-97	TX	4609052
24	51	23-Dec-97	TX	4609059

STAR MAGAZINE			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
2/24/98	25	8	TX-4-710-492
3/3/98	25	9	TX-4-710-489
3/10/98	25	10	TX-4-710-490
3/17/98	25	11	TX-4-710-491
3/24/98	25	12	TX-4-710-487
3/31/98	25	13	TX-4-710-488
4/7/98	25	14	TX-4-710-485
4/14/98	25	15	TX-4-710-486
4/21/98	25	16	TX-4-710-493
4/28/98	25	17	TX-4-710-496
5/5/98	25	18	TX-4-710-481
5/12/98	25	19	TX-4-710-495
5/19/98	25	20	TX-4-710-494
5/26/98	25	21	TX-4-754-920
6/2/98	25	22	TX-4-754-921
6/9/98	25	23	TX-4-754-922
6/16/98	25	24	TX-4-754-923
6/23/98	25	25	TX-4-754-924
6/30/98	25	26	TX-4-754-978
7/7/98	25	27	TX-4-762-900
7/14/98	25	28	TX-4-762-902
7/21/98	25	29	TX-4-762-901

STAR MAGAZINE			
ISSUE	VOLUME	NUMBER	CERTIFICATE NUMBER
7/28/98	25	30	TX-4-765-503
8/11/98	25	32	TX-4-765-502
8/18/98	25	33	TX-4-765-504
8/25/98	25	34	TX-4-810-998
9/1/98	25	35	TX-4-810-853
9/8/98	25	36	TX-4-810-855
9/15/98	25	37	TX-4-810-997
9/29/98	25	39	TX-4-810-854
10/6/98	25	40	TX-4-810-858
10/13/98	25	41	TX-4-810-856
10/20/98	25	42	TX-4-810-857

STAR MAGAZINE
1998 COPYRIGHT LOG

VOL #	ISS #	1998 ISSUES	COPYRIGHT REGISTRATION	
24	52	30-Dec-97	TX	4612974
25	1	06-Jan-98	TX	4612976
25	2	13-Jan-98	TX	4612975
25	3	20-Jan-98	TX	4612973
25	4	27-Jan-98	TX	4637591
25	5	03-Feb-98	TX	4637595
25	6	10-Feb-98	TX	4637590
25	7	17-Feb-98	TX	4637594
25	43	27-Oct-98	TX	
25	44	03-Nov-98	TX	
25	45	10-Nov-98	TX	
25	46	17-Nov-98	TX	
25	47	24-Nov-98	TX	
25	48	01-Dec-98	TX	
25	49	08-Dec-98	TX	
25	50	15-Dec-98	TX	
25	51	22-Dec-98	TX	

1998 SPECIAL ISSUES

VOL.#	ISS.#	ISS. DATE	COVER	COPYRIGHT REGISTRATION
4	3	JUNE 1998	SINATRA	TX - PENDING

LICENSES

Agreement dated June 25, 1998 between American media, Inc. and Market Force for the distribution of the National Enquirer and Weekly World News in the United Kingdom.

Agreement dated July 31, 1996 between Box Top Entertainment Productions and the National Enquirer for the production of a daily television program, as amended in December 2, 1996.

Preparatory work agreement dated August 5, 1991 between Enquirer/Star, Inc. and American Color, as amended on January 1, 1995.

Licensing agreement of the Weekly World News 2000 Calendar dated August 24, 1998 between Andrews McMeel Publishing and Weekly World News, Inc.

Licensing agreement dated August 29, 1990 between News America Publishing Incorporated and GP Group, Inc.

Term sheet dated July 23, 1998 between Bogorad Wyler Entertainment and American Media, Inc., as amended on October 22, 1998.

Trademark License agreement dated July 31, 1996 between American Greetings Corporation and American Media Operations, Inc.

Agreement dated September 1, 1990 between GP Group, Inc. and Robert J. Abramson & Associates., Inc. for the licensing and sale of materials for publication from the National Enquirer.

See attached list of Syndication as of June 6, 1997.

NATIONAL ENQUIRER CONTRACTS					STATEMENT DATE: 6 JUNE 1997			
CLIENT	CURRENT ANNUAL FEE	PAYMENT SCHEDULE	TERM	RIGHTS GRANTED	EXPIRATION/ AUTO RENEWAL DATE	DISTRIB./ MAGAZINE	DISTRIB./ AVAILAB. LIST	FAX #
BILD	$67,004.77; ANNUAL ESC. OF 5% EACH 1 JAN	SEMI-ANNUAL, EACH 1 JAN AND 1 JULY	1+1 YEAR	GERMAN	AUTO-RENEWS ON 1 JAN 97 UNLESS NOTIFIED BY 3 OCT 97	3 COPIES	FAXED VIA SYNDICATION OFFICE	(49-40) 3472 5549
BULLS PRESS	$6,933.33 (EST. EXCHANGE RATE: US$1=SK7.5) (AWAITING COUNTER-SIGNED AMENDMENT FROM BULLS WHICH WILL INCREASE ANNUAL FEE TO $8,666.66)	MONTHLY	1+1 YEAR	SWEDISH	AUTO-RENEWS ON 15 SEP 97 UNLESS NOTIFIED BY 14 JULY 97	2 COPIES	FAXED VIA SYNDICATION OFFICE	[46-8] 158 010
FOCUS (SEE REFERENCE [1] IN LETTER)	$9,468.78; ANNUAL ESC. OF 4% EACH 1 SEP	SEMI-ANNUAL, EACH 1 SEP AND 1 MAR	1+1 YEAR	SINGAPOREAN	TERMINATING OF 31 OCT 97 AS PER NOTIFICATION RECEIVED FROM FOCUS	2 COPIES	FAXED VIS SYNDICATION OFFICE	(65) 745 1022
MIN SHENG	$13,617.07; ANNUAL ESC. OF 6% EACH 1 JAN	QUARTERLY, EACH 1 JAN, 1 APR, 1 JULY AND 1 OCT	1+1 YEAR	TAIWANESE	AUTO-RENEWS ON 1 JAN 98 UNLESS NOTIFIED BY 3 OCT 97	2 COPIES	FAXED VIA SYNDICATION OFFICE	(886-2) 761 6519

TRADEMARK
REEL: 001909 FRAME: 0349

CLIENT	CURRENT ANNUAL FEE	PAYMENT SCHEDULE	TERM	RIGHTS GRANTED	EXPIRATION/ AUTO RENEWAL DATE	DISTRIB./ MAGAZINE	DISTRIB./ AVAILAB. LIST	FAX #
PRIVE	$35,462.97; ANNUAL ESC. OF 6% EACH 1 SEP	SEMI ANNUAL, EACH 1 SEP AND 1 MAR	1+1 YEAR	DUTCH	AUTO-RENEWS ON 1 SEP 98 UNLESS NOTIFIED BY 3 JUNE 98	2 COPIES	FAXED VIA SYNDICATION OFFICE	(31+20) 585 4225
YEDIOTH	$8,022.76; ANNUAL ESC. OF 7.5% EACH 1 JAN	SEMI-ANNUAL, EACH 1 JAN AND 1 JULY	1+1 YEAR	ISRAELI	AUTO-RENEWS ON 1 JAN 98 UNLESS NOTIFIED BY 3 OCT 97	3 COPIES	FAXED VIA SYNDICATION OFFICE	(97+23) 697 2407

TRADEMARK
REEL: 001909 FRAME: 0350

STAR CONTRACTS					STATEMENT DATE: 6 JUNE 1997			
CLIENT	CURRENT ANNUAL FEE	PAYMENT SCHEDULE	TERM	RIGHTS GRANTED	EXPIRATION/ AUTO RENEWAL DATE	DISTRIB./ MAGAZINE	DISTRIB./ AVAILAB. LIST	FAX #
ACP	$39,640.56; ANNUAL ESC. OF 6% EACH 1 MAR	MONTHLY	1+1 YEAR	AUSTRALIAN	AUTO-RENEWS ON 1 NOV 97 UNLESS NOTIFIED BY 3 AUG 97	3 COPIES	FAXED VIA SYNDICATION OFFICE	[61+29] 267 2150
BULLS PRESS	$6,933.33 (EST. EXCHANGE RATE: US$1=SK7.5)	MONTHLY	1+1 YEAR	SWEDISH	AUTO-RENEWS ON 1 MAR 98 UNLESS NOTIFIED BY 2 DEC 97	2 COPIES	FAXED VIA SYNDICATION OFFICE	[46+8] 158 010
PRIVE (SEE REFERENCE [2] IN LETTER)	$35,462.97; ANNUAL ESC. OF 6% EACH 1 JAN	SEMI ANNUAL, EACH 1 JAN AND 1 JULY	1+1 YEAR	DUTCH	TERMINATING ON 31 DEC 97, AS PER NOTIFICATION FROM PRIVE	2 COPIES	FAXED VIA SYNDICATION OFFICE	[31+20] 585 4225
UNITED DAILY	$13,617.76; ANNUAL ESC. OF 6% EACH 1 JULY	QUARTERLY, EACH 1 JULY, 1 OCT, 1 JAN AND 1 APR	1+1 YEAR	TAIWANESE	AUTO-RENEWS ON 1 AUG 98 UNLESS NOTIFIED BY 3 APR 98	3 COPIES	FAXED VIA SYNDICATION OFFICE	[88+62] 766 0107

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WEEKLY WORLD NEWS CONTRACTS					STATEMENT DATE: 6 JUNE 1997			
CLIENT	CURRENT ANNUAL FEE	PAYMENT SCHEDULE	TERM	RIGHTS GRANTED	EXPIRATION/ AUTO RENEWAL DATE	DISTRIB./ MAGAZINE	DISTRIB./ AVAILAB. LIST	FAX #
MAGMA	$30,000 ADVANCE AGAINST 10% ROYALTY ON ALL COPIES SOLD	FIVE TIMES PER YEAR, EACH 1 APR, 1 JULY, 1 OCT, 1 JAN AND 1 MAY	3+3 YEARS	CZECH AND SLOVAKIAN	AUTO-RENEWS ON 1 MAR 2000 UNLESS NOTIFIED BY 1 DEC 99	3 COPIES	FAXED VIA SYNDICATION OFFICE	[42+02] 251 257
MAGMA	$20,000 ADVANCE AGAINST 10% ROY. ON ALL COPIES SOLD. PRORATA REFUND FOR ONE MONTH'S ADVANCE TO ENABLE NEW LICENSEE TO TAKE OVER TERRITORY ON 1 JULY 1997; SEE BELOW.	QUARTERLY, ON 1 AUG, 1 NOV, 1 FEB AND 1 MAY.	3+3 YEARS	EX-USSR	TERMINATING ON 30 JUNE 97, AS PER NOTIFICATION SENT BY RJA/AMERICAN MEDIA	3 COPIES	FAXED VIA SYNDICATION OFFICE	[42+02] 251 257
A&A INFORM LTD. (PENDING COUNTER-SIGNATURE BY A&A). (SEE REFERENCE [3] IN LETTER)	$75,000 ADVANCE AGAINST 10% ROYALTY ON WHOLESALE PRICE OF ALL COPIES SOLD FROM 50,000 TO 150,000; 15% ROYALTY THEREAFTER	3 TIMES THIS YEAR, ON SIG. OF AGREEMENT, 1 OCT 97 AND 1 JAN 98. THEREAFTER, SEMI-ANNUALLY EACH 1 JULY AND 1 JAN.	6+5 YEARS	RUSSIA, UKRAINE & BELORUSSIA	AUTO-RENEWS ON 1 JULY 2002 UNLESS NOTIFIED BY 4 MAR 2002	5 COPIES	FAXED VIA SYNDICATION OFFICE	(7095) 962 0644

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PATENTS

Frontline Marketing, Inc. (1511) - ACTIVE PATENTS REPORT

PRINTED ON: 02/09/99 PAGE: 1

TITLE (NOTE)	NUMBER	TYPE	FILED	PATENT #	ISSUED	DATE	STATUS
ADVERTISING SIGN ADAPTED FOR INSTALLATION AT A CHECK-OUT COUNTER							
UNITED STATES	0D753US0	DES	12/09/87	120,726	05/22/90	D 308,078	ISSUED
COMBINED COUPON HOLDER AND ADVERTISING DISPLAY FOR STORE SHELVING							
UNITED STATES	0D754US0	DES	01/05/95	33,154	03/26/96	D 368,279	ISSUED

TRADEMARKS

Owner: AMERICAN MEDIA, INC.

Trademark	Application#	File Date	Registration #	Reg. Date	Renewal	Status
COUNTRY WEEKLY	74/485,677	2/2/94	1,928,759	10/17/95	10/17/05	Registered
COUNTRY WEEKLY	75/116,052	6/7/96				Pending
WHAT PEOPLE ARE WEARING	74/305,374	8/19/92	1,806,043	11/23/93	11/23/03	Registered
WHAT PEOPLE ARE WEARING	74/214,113	10/21/91	1,748,415	1/26/93	1/26/03	Registered

[—June 4, 1999]

[FORM OF]

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among American Media Operations, Inc., a Delaware corporation (the "*Borrower*"), American Media, Inc., a Delaware corporation ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*") and The Chase Manhattan Bank, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and (b) the Security Agreement dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors and the Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement

The undersigned, a Financial Officer and the chief legal officer, respectively, of the Borrower, hereby certify to the Collateral Agent and each other Secured Party as follows:

1. *Names*. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. *Current Locations*. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

Grantor	Mailing Address	County	State

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(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*"):

Grantor	Mailing Address	County	State

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

Grantor	Mailing Address	County	State

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

Grantor	Mailing Address	County	State

(e) Set forth below opposite the name of each Grantor are the names and addresses of all Persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Grantor	Mailing Address	County	State

3. *Unusual Transactions*. All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports*. Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.18 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings*. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings*. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees*. All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid or provided for.

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8. *Stock Ownership.* Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding Equity Interests of each Subsidiary and the record and beneficial owners of such Equity Interests. Also set forth on Schedule 8 is each Equity Interest owned by the Borrower and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

9. *Notes.* Attached hereto as Schedule 9 is a true and correct list of all notes held by the Borrower and each Subsidiary and all intercompany notes between the Borrower and each Subsidiary of the Borrower and between each Subsidiary of the Borrower and each other such Subsidiary.

10. *Advances.* Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by the Borrower to any Subsidiary of the Borrower or made by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary of the Borrower.

11. *Mortgage Filings.* Attached hereto as Schedule 11 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the entity that owns such property as such name appears in its certificate of formation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

12. *Mailing Address for Collateral.* Attached hereto as Schedule 13 is a schedule setting forth, with respect to each Grantor, the address to which all notices involving Collateral should be sent.

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IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [ ] day of [ ].

AMERICAN MEDIA OPERATIONS, INC.

By_____
Name:
Title: [Financial Officer]

By_____
Name:
Title: [Legal Officer]

[NYCORP;812962]

SUPPLEMENT NO. ___ dated as of , to the Security Agreement dated as of May 7, 1999, among AMERICAN MEDIA OPERATIONS, INC., a Delaware corporation (the "*Borrower*"), AMERICAN MEDIA, INC., a Delaware corporation ("*Holdings*") and each subsidiary of Holdings listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary*" or a "*Guarantor*" and, collectively, the "*Subsidiaries*" or, with Holdings, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and (b) the Guarantee Agreement dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Pursuant to Section 5.12 of the Security Agreement, each Subsidiary Loan Party of the Borrower that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement and each Unrestricted Subsidiary that is designated as a Restricted Subsidiary is required to enter in to this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Section 7.15 of the Security Agreement provides that such Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof except to the extent a representation and warranty expressly relates solely to a specific date in which case such representation and warranty shall be true and correct on such date. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it

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and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By_____
Name:
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

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By _____
Name:
Title:

Schedule I

to the Security Agreement

LOCATION OF COLLATERAL

Description	Location

RECORDED: 06/09/1999

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