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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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 Operations, Inc.
600 East Coast Avenue
Lantana, FL 33464

- ☐ Individual(s)
- ☐ General Partnership
- ☒ Corporation-State
- ☐ 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, as Administrative Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State NY
- ☐ 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: November 1, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Attached Schedule

Additional numbers attached? ☒ Yes ☐ No

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

Name: MacKenzie Henry

Internal Address: Cravath, Swaine & Moore

Worldwide Plaza Room 4443

Street Address: 825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): $ 140.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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02 FC:482 100.00 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.

MacKenzie Henry

MacKenzie Henry November 18, 1999

TRADEMARK
REEL: 001994 FRAME: 0561

Additional Intellectual Property

Trademark Owned	Serial #	Registration	Reg. Date	Affidavit Due	Affidavit & Renewal Due	
American Lifestyles	75678607					Amendment filed to correct state of incorporation
Globe	74060376	1639082	03/26/91		03/26/01	Section 8 & 15 affidavits accepted and acknowledged
Luxury Lifestyles the Rich and Fabulous (stylized letters)	74297188	1776492	06/15/93		06/15/03	Section 8 & 15 affidavits accepted and acknowledged
National Examiner America's Favorite Family Weekly	74060450	1673418	01/28/92		01/28/02	Section 8 & 15 affidavits accepted and acknowledged
Sun	75160019	2199246	10/27/98	10/27/03	10/27/08	

Trademark: AM Auto World Weekly Owner: American Media, Inc.
Status: Pending Serial Number: 75-772011 (Intent to Use), filed in Class 16, 8/10/99

Trademark: American Media Auto World Weekly Owner: American Media, Inc.
Status: Pending Serial Number: 75-772010 (Intent to Use), filed in Class 16, 8/10/99

SUPPLEMENT NO. 1 dated as of November 1, 1999, 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"*), 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 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.

GLOBE COMMUNICATIONS CORP.,

By _____
Name: Scott Price
Title: VP, GC + Secretary

THE CHASE MANHATTAN BANK, as Collateral Agent,

By _____
Name:
Title:

[NYCorp;943521_1.WPD:4443D:10/28/1999--6:25p]

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.

GLOBE COMMUNICATIONS CORP.,

By_____
Name:
Title:

THE CHASE MANHATTAN BANK, as Collateral Agent,

By_____
Name:
Title: Laurie B. Perper
Vice President

[NYCorp;943521_1.WPD:4443D:10/28/1999--6:25p]

Schedule I
to Supplement No. 1
to the Security Agreement

LOCATION OF COLLATERAL

5401 NW Broken Sound
Boca Raton, FL 33487

12121 Wilshire Blvd.
Los Angeles, CA 90025

9081 Northfield Drive
Ft. Mill, SC 29715

6335 Joliet Road
Countryside, IL 60525

67 Buck Road
Huntingdon Valley, PA 19006

307-D1 S. Westgate Drive
Greensboro, NC 27407

1323 East Broadway Road
Tempe, AZ 85282

Additional Intellectual Property

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