

02-08-2001

Docket No.: 17825/42

FORM PTO-1595 (Modified)

RECORDATION FC

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

1.30.01 TR



101608469

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

1. Name of conveying party(ies):  
**Boston Herald Inc.**  
**One Herald Square**  
**Boston, MA 02106**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **BOSTON**  
 Other

Additional names(s) of conveying party(ies)  Yes  No

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

Name: **Bank Boston, N.A.**  
Internal Address:  
Street Address: **100 Federal Street**  
City: **Boston** State: **MA** Zip: **02109**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership-  
 Corporation-State  
 Other National Bank

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other **Termination of Security Interest**

Execution Date: **January 22, 2001**

4. Application number(s) or registration numbers(s):  
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No. (s)	B. Trademark Registration No.(s)
02/08/2001 6TON11 00000039 2162265	2,162,265
01 FC:481 40.00 OP	1,964,483
02 FC:482 50.00 OP	1,967,227

Additional numbers attached?  Yes  No

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

Name: **David D. Lowry, Esq.**

Internal Address:  
**Brown, Rudnick, Freed & Gesmer, P.C.**  
**Box 1P, 18<sup>th</sup> Floor**

Street Address:  
**One Financial Center**

City: **Boston** State: **MA** Zip: **02111**

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41):.....\$90.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account:  
 Authorized to be charged to deposit account

8. Deposit account number: **50-0369**

DO NOT USE THIS SPACE

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

**David D. Lowry (38,538)**  
Name of Person Signing

Signature

**January 30, 2001**  
Date

Total number of pages including cover sheet, attachments, and document: **5**

6. No. of Additional Sheets Presented: \_\_\_\_\_

3. For Filing Officer (Date, Time, Number, and Filing Office)

5.  Debtor is a Transmitting Utility.

2. Secured Party(ies) and address(es)

Bank Boston, N.A., as Agent  
100 Federal Street  
Boston, MA 02109

UUUUUU

4.  Filed for record in the real estate records.

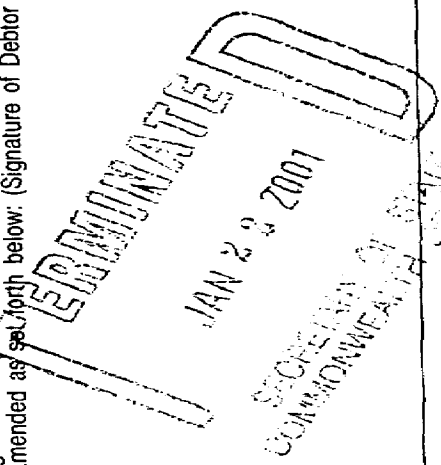
1. Debtor(s) (Last Name First) and address(es)

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

7. This statement refers to original Financing Statement No. 946595 filed (date) 4/29/98 with Massachusetts Secretary of State

8.  A. Continuation  
 B. Termination  
 C. Release  
 D. Assignment  
 E. Amendment  
 F. Other

The original Financing Statement bearing the above file number is still effective.  
The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)



Filed with: **Massachusetts Secretary of State**

By ..... **FLEET NATIONAL BANK** .....  
Signature(s) of Debtor(s) (only on amendment)

By ..... *[Signature]* .....  
Signature(s) of Secured Party(ies)

Filing Officer Copy — Acknowledgment — Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

1. Name of Debtor or the real estate owner  
2. Location, legal name, firm, and address(es)  
Boston Herald, Inc.  
One Herald Square  
Boston, MA 02106

4. (If Debtor is a Transacting Entity)  
5. Secured Parties (if any) and address(es)  
BankBoston, N.A., as Agent  
100 Federal Street  
Boston, MA 02109

6. No. of Attached Sheets Presented  
7. For Filing Office (Date, Time, Number, and Filing Office)  
98 APR 29 PM 2:38  
546595  
4/29/98

8. A brief description of the following types of property:  
All personal property and fixtures of the Debtor of every kind and description, tangible or intangible, whether now or hereafter acquired, and wherever located, including without limitation, all equipment, accounts, inventory and general intangibles, all as more fully described in the attached Exhibit A.

OVERSIZE - ON FILE

Filed with: Massachusetts Secretary of State

Movable Personal Property  Fixtures of Consignors are also covered  Products of Consignors are also covered

Boston Herald, Inc.  
By: *[Signature]*  
Authorized Officer (Or Assignee)

Signature(s) of Secured Party (Or Assignee)

546595

EXHIBIT A

All personal property and fixtures of the Debtor, whether now or hereafter existing or now or hereafter acquired and wherever located, including all equipment, accounts, inventory and general intangibles, all as more fully described as follows (the "Collateral"):

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

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

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

(d) All accounts receivable, including without limitation accounts, contracts, contract rights, chattel paper, instruments, licenses and other obligations of any kind whether now existing or hereafter arising, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating

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to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations, and including without limitation all obligations of states, cities, towns and other governmental authorities to pay amounts to the Debtor for services rendered by the Debtor (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being the "Receivables," and any and all such leases, security agreements and other contracts being the "Contracts");

(c) All general intangibles including without limitation, tradenames, trademarks, servicemarks, tax refunds, the corporate name and all product names; and

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