



07-16-2002



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Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDED

DEPARTMENT OF COMMERCE
U.S. 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): 7-11-02
Heritage Network Incorporated
One Heritage Place, Suite 100
Southgate, Michigan 48195

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Grant of Trademark Security Interest

Execution Date: March 22, 2002

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company
Internal Americas, as Administrative
Agent, f/k/a Bankers Trust
Company, as Administrative Agent
Street Address: 31 West 52nd Street

City: New York State: NY Zip: 10020

- 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

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

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Richard Roel

Internal Address: c/o O'Melveny & Myers
LLp

Street Address: 153 East 53rd Street

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 3

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Richard Roel

Name of Person Signing

00000220 1484234

Richard Roel

Signature

7/10/02

Date

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

07/15/2002 BYRNE

01 FC:481
02 FC:482

40.00
50.00/DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002544 FRAME: 0032

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Owner	United States Trademark Description	Registration Number	Registration Date
Heritage Network Incorporated	Community Bridges	Pending	Pending
Heritage Newspapers Inc.	HM (Stylized)	1484234	4/12/88
Heritage Management Corporation d/b/a Heritage Network Incorporated	Making a Difference	1727459	10/27/92

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**TRADEMARK
REEL: 002544 FRAME: 0033**



EXECUTION

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HERITAGE NETWORK INCORPORATED, a Michigan corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, 21st Century Newspapers, Inc. (“Company”), a Delaware corporation has entered into that certain Credit Agreement dated as of August 21, 1997 (said Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”, the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions listed on the signature pages thereof (“**Lenders**”), Bankers Trust Company, as administrative agent for Lenders (in such capacity “**Secured Party**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the “**Lender Interest Rate Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, “**Interest Rate Exchangers**”); and

WHEREAS, Grantor has executed and delivered a counterpart to that certain Subsidiary Guaranty dated as of August 21, 1997 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of March 22, 2002 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) of Grantor in and to all trademarks, service marks, designs, logos,

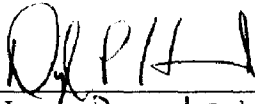
indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time) (the “**Trademark Registrations**”), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith; it being understood that the rights and interests included in the Trademark Collateral hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to Trademark Registrations and Trademarks presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party 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 Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of Trademark Collateral; (ii) whatever is collected on, or distributed on account of, Trademark Collateral; (iii) rights arising out of Trademark Collateral; (iv) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (v) to the extent of the value of Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22nd day of March, 2002.

HERITAGE NETWORK INCORPORATED

By: 
Name: Douglas P Haensel
Title: Secretary