

09-12-2002



R 102218909 TRADEMARK

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

1. Name of conveying party(ies): 9.3.02 Heritage Network Incorporated
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State: Michigan
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation
Internal Address:
Street Address: 2325 Lakeview Parkway
City: Alpharetta State: GA Zip: 30004
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] 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 Merger
Security Agreement Change of Name
[X] Other Trademark Security Agreement
Execution Date: August 27th, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed
Name: Richard Feldman
Internal Address: 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: 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)

09/11/2002 6TDM11 00000085 76309343
01 FC:481 40.00 OP
02 FC:482 100.00 OP

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
Tara O'Haga Signature Date: 8/27/02

Mail documents to be recorded with required cover sheet information to Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20514

TRADEMARK REEL: 002579 FRAME: 0411

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

**Heritage Network Incorporated (f/k/a Heritage Newspapers Incorporated)**

United States Trademarks:

<b>Trademark</b>	<b>Registration or Application Number</b>	<b>Country / State</b>	<b>Registration/Filing Date or Issue Date</b>
Community Bridges	76/309,343	US (Federal)	8/31/01
HM Stylized Letters	1,484,234	US (Federal)	4/12/88
'Making a Difference...'	1,727,459	US (Federal)	10/27/92
Design Only	1,826,554	US (Federal)	3/15/94
Greenlcaper.com	2,589,848	US (Federal)	7/2/02

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27th, 2002, by HERITAGE NETWORK INCORPORATED, a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (in such capacity herein called "Secured Party") and as agent for and representative of any Interest Rate Exchanger.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among 21st Century Newspapers, Inc., the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Credit Parties;

WHEREAS, Credit Parties may from time to time enter, or may from time to time have entered, into one or more Lender Interest Rate Agreements with one or more Interest Rate Exchangers;

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (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 itself and the benefit of Lenders and any Interest Rate Exchanger, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Credit Parties under the Credit Agreement and the other Loan Documents and all obligations of each Credit Party under the Lender Interest Rate Agreements, including, without limitation, the obligation of any Credit Party to make payments thereunder in the event of early termination thereof;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, and Interest Rate Exchangers are willing to enter into the Lender Interest Rate Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party, for itself and the benefit of Lenders and Interest Rate Exchangers, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, for itself and the benefit of Lenders and Interest Rate Exchangers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, on behalf of itself, Lenders and Interest Rate Exchangers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing;

(c) all goodwill of the business associated with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

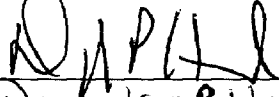
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party, on behalf of itself, Lenders and Interest Rate Exchangers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**HERITAGE NETWORK INCORPORATED**

By:   
Name: Douglas P. Haensel  
Title: Treasurer

**SECURED PARTY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,  
individually and as Administrative Agent**

By: K. M. G  
Name: Kenneth M. Gacevich  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

ss.

On this 27<sup>th</sup> day of August, 2002 before me personally appeared Douglas P. Haensel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Heritage Network Incorporated being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

*Tara O'Hagan*  
TARA O'HAGAN  
Notary Public, State of New York  
No. 01OH6047263  
Qualified in Queens County  
Commission Expires Aug 28, 2002