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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

12/17/02



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To the Honorable Commissioner of Patents

and associated original documents or copy thereof.

1. Name of conveying party(ies):

AMERICAN MEDIA OPERATIONS, INC.

12-17-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other SECURITY AGREEMENT SUPPLEMENT
- Merger
- Change of Name

Execution Date: 12/09/02

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK

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

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

A. Trademark Application No.(s)

PLEASE SEE EXHIBIT A ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE EXHIBIT A ATTACHED

Additional numbers attached?  Yes  No

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

Name: PENELOPE AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 15th STREET, NW

SUITE 920

City: WASHINGTON State: DC ZIP: 20005

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

12/18/2002 TDIAZ1 00000102 78109007

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01 FC:4521  
02 FC:4522

40.00 OP  
175.00 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.

MAHA HUSSAIN

Name of Person Signing

Signature

12/16/02

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

AMERICAN MEDIA OPERATIONS, INC.

TRADEMARKS

<b>Name of Registered Owner</b>	<b>Trademark</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
American Media Operations, Inc	Bought to be Read	78109007	2/15/2002		
American Media Operations, Inc	Country Music	74503913	3/18/1994	1944995	1/2/1996
American Media Operations, Inc	Country Weekly	75701053	5/7/1999	2372499	8/1/2000
American Media Operations, Inc	Midnight Horoscope	75797300	9/13/1999	2379440	8/22/2000
American Media Operations, Inc	N Motion: The Pleasure of Now	78100170	12/28/2001		
American Media Operations, Inc	N Step: Pleasure Up	78100179	12/28/2001		
American Media Operations, Inc	National Examiner	78097907	12/7/2001		
American Media Operations, Inc	True Police Yearbook	75504411	6/18/1998	2268931	8/10/1999

SUPPLEMENT dated as of December 9, 2002, 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 (collectively, with Holdings, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), a New York banking corporation ("*JPMCB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein).

A. Reference is made to 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 JPMCB, as administrative agent for the Lenders.

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. Pursuant to Section 4.03 of the Security Agreement, each Grantor authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement the Security Agreement by supplementing Schedule II, III, IV or V thereto or adding additional schedules thereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks. The Grantors have identified additional Copyrights, Licenses, Patents or Trademarks as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in order to facilitate a supplemental filing to be made by the Collateral Agent with the United States Patent and Trademark office.

Accordingly, the Collateral Agent and each of the undersigned Grantors agree as follows:

SECTION 1. Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedule I hereto.

SECTION 2. This Supplement 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. This Supplement 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 the Security Agreement or the Credit Agreement. This Supplement shall be construed as a separate Supplement 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. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the undersigned Grantors hereby represents and warrants that the information set forth on Schedule 1 hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. 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 7. The undersigned Grantors agree 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.

[The Remainder of this Page Intentionally Left Blank]

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

AMERICAN MEDIA OPERATIONS, INC.

by Michael Kanane

Name: Michael Kanane  
Title: **Senior Vice President & General Counsel**

JPMORGAN CHASE BANK,  
as Collateral Agent,

by

\_\_\_\_\_  
Name:  
Title:

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

AMERICAN MEDIA OPERATIONS, INC.

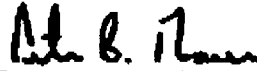
by

\_\_\_\_\_  
Name:

Title:

JPMORGAN CHASE BANK,  
as Collateral Agent,

by



\_\_\_\_\_  
Name:

Title: **Peter B. Thauer**  
**Vice President**

AMERICAN MEDIA OPERATIONS, INC.  
 DECEMBER 9, 2002 SECURITY AGREEMENT SUPPLEMENT  
 SCHEDULE I

TRADEMARKS

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