

5-22-03



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDED TRADEMARKS ONLY 102475195

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): George W. Prescott Publishing Company, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet National Bank
Internal as Administrative Agent
Address:
Street Address: 100 Federal Street
City: Boston State: MA Zip: 02110
Individual(s) citizenship
Association National Bank Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: April 1, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2097397
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel P. Collins
Trademark Legal Assistant
Internal Address:
Palmer & Dodge LLP
Street Address: 111 Huntington Avenue
City: Boston State: MA Zip: 02199-7613

7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Daniel P. Collins
Name of Person Signing
Signature
Date
May 22, 2003

Total number of pages including cover sheet, attachments, and document: 25

06/16/2003 TDIAZ1 01 FC:8521

00000071 2097397 40.00 BP

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

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of April 1, 2003, is by and between each of the undersigned debtors (hereinafter collectively referred to as the "Debtors"), Fleet National Bank as administrative agent (the "Administrative Agent") for the Lenders under the Credit Agreement described below, having an address at 100 Federal Street, Boston, Massachusetts 02110. The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties".

WITNESSETH:

WHEREAS, each Debtor is either the borrower or a guarantor under the terms of a Credit Agreement among Enterprise NewsMedia, LLC, a Delaware limited liability company (the "Borrower"), the guarantors party thereto (together with the Borrower, the "Credit Parties"), the Lenders party thereto and the Administrative Agent (as amended from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrower (as defined in the Credit Agreement) and the Administrative Agent agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrower; and

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement, of the Lenders to make the Loans and of the Administrative Agent to issue the Letters of Credit are subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and of the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans and of the Administrative Agent, subject to the terms and conditions set forth therein, to issue the Letters of Credit to the Borrower pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Credit Agreement.
2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the tangible and intangible personal property and fixtures of such Debtor, including without limitation the property described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral"):
 - (a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, merchandise, furniture, fixtures, office supplies, motor vehicles, machinery, paper, tools, computers, computer software and associated equipment now owned or hereafter acquired, including, without limitation, the tangible personal property used in the operation of the businesses of such Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to such Debtor for the operation of its business;

(c) all patents issued or assigned to and all patent applications made by such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule II hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by such Debtor, common law trademarks and trade names owned by or assigned to such Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule III hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to such Debtor, and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule IV hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(g) the entire goodwill of such Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of such Debtor;

(h) any other intellectual property of such Debtor;

(i) all rights under all present and future vendor or customer contracts and all franchise, distribution, design, consulting, construction, engineering, management and advertising and related agreements;

(j) all rights under all present and future leases of real and personal property; and

(k) all other personal property, including, without limitation, all present and future accounts (including health-care-insurance receivables), accounts receivable, cash, cash equivalents, deposits, deposit accounts, loss carry back, tax refunds, choses in action, commercial tort claims, investment property, securities, partnership interests, limited liability company interests, contracts, contract rights, rights of any Debtor arising under any of the Restructuring Documents (including, without limitation all rights of any Debtor to indemnification thereunder) general intangibles (including without limitation, all customer and advertiser mailing lists, trade secrets, trade names, domain names, software, payment intangibles, goodwill, customer lists, advertiser lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto, blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise), any information stored on any medium, including electronic medium, related to any of the personal property of such Debtor, all financial books and records and other books and records relating, in any manner, to the business of such Debtor, all proposals and cost estimates and rights to performance, all instruments and promissory notes, documents and chattel paper (whether tangible or electronic), all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) and all debts, obligations and liabilities in whatever form owing to such Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to such Debtor, and all guaranties and security therefor, and all letter of credit and other supporting obligations in respect of such debts, obligations and liabilities.

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of the State of Delaware, as amended and in effect from time to time, as supplemented and expanded by the foregoing. The Administrative Agent acknowledges that the attachment of its security interest in any commercial tort claim of a Debtor as original collateral is subject to such Debtor's compliance with Section 5(b) hereof.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Debtors (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans; and

(b) Any and all other obligations and indebtedness of any of the Credit Parties to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising or incurred under the Credit Agreement, any other Loan Document or under any Hedging Agreement permitted by the Credit Agreement, all as amended from time to time, including, without limitation, any and all Reimbursement Obligations, and any and all other fees, premiums or penalties.

4. Perfection Certificate. Each of the Debtors has delivered to the Administrative Agent a Perfection Certificate in the form appended hereto as Schedule I. Each Debtor represents that the completed Perfection Certificate delivered to the Administrative Agent is true and correct in all material respects and the facts contained in such certificate are accurate in all material respects. Each Debtor shall supplement the Perfection Certificate promptly after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Secured Parties that:

(a) Schedule I for each Debtor attached hereto accurately sets forth the following information for such Debtor: (i) the exact legal name of such Debtor; (ii) the type of organization of such Debtor; (iii) the jurisdiction of organization of such Debtor; (iv) the organizational identification number of such Debtor or, if the Debtor does have an organizational number, a statement that the Debtor has none; and (v) the chief executive office, any additional places of business and the current locations of all Collateral of such Debtor. No Debtor will (x) change its type of organization, jurisdiction of organization, or other legal structure except as otherwise permitted under the Credit Agreement, or (y) its chief executive office, any other place of business, or the location of any Collateral from the locations set forth in the respective Schedule I (except (A) in connection with sales and dispositions of Collateral permitted by the Credit Agreement, (B) in connection with transit of Collateral between locations listed on Schedule I with respect to such Debtor in ordinary course of business and (C) in connection with occasional temporary removals of machinery or equipment for repairs in the ordinary course of business), or make any change in such Debtor's name or mailing address or organizational identification number if it has one, or conduct the Debtor's business operations under any fictitious business name or trade name, without, in the case of this clause (y), at least thirty (30) days' prior written notice to the Administrative Agent. If any Debtor does not have an organizational identification number and later obtains one, such Debtor will forthwith notify the Administrative Agent of such organizational identification number.

(b) Except for the security interest created hereunder and as otherwise expressly disclosed in or permitted by the Credit Agreement, each Debtor is the owner of its Collateral free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement. No Debtor holds any commercial tort claims, as defined in Article 9 of the Uniform Commercial Code, except as indicated on the respective Schedule I attached hereto. If any of the Debtors shall at any time acquire a commercial tort claim, such Debtor shall immediately notify the Administrative Agent in a writing signed by such Debtor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

(c) No Debtor will sell or otherwise dispose of any Collateral or any interest therein nor will any Debtor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties (or such portion of the Secured Parties whose consent is required by the Credit Agreement), it being expressly understood that no Debtor shall sell or otherwise dispose of all or substantially all of the Collateral without the written consent of each of the Secured Parties.

(d) Except for Collateral that is obsolete or no longer used in the Debtors' businesses, the Debtors will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Debtors will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, except for taxes and assessments permitted to be contested as provided in the Credit Agreement. Following the occurrence and during the continuance of an Event of Default, the Administrative Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Administrative

Agent on demand for any payments or expenses incurred by the Administrative Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) No consent of any third party is required for any transfer by a Debtor to the Administrative Agent, or from the Administrative Agent to any third party of any Collateral following an Event of Default.

(f) Each Debtor will promptly execute and deliver to or authorize the filing of, by the Administrative Agent such financing statements, certificates and other documents or instruments, with or without such Debtor's signature, as may be necessary to enable the Administrative Agent to perfect or from time to time renew the security interest granted hereby, including, without limitation, such financing statements, certificates and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Administrative Agent, in case of need, to execute, as applicable, and file such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Debtor fails to so execute or file such documents, with full power of substitution, as such Debtor's attorney in fact. The Administrative Agent may from time to time request and each Debtor shall deliver copies of all customer lists and vendor lists. Each Debtor further agrees that a carbon, photographic or other reproduction of a security agreement or financing statement is sufficient as a financing statement under this Agreement.

(g) Each Debtor agrees that Administrative Agent may, at any time and from time to time file in any jurisdiction financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of the Debtors or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the Uniform Commercial Code of the State of Delaware or such jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) which contain any other information required by Article 9 of the Uniform Commercial Code (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing statement or amendment, including whether any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor. The Debtors agree to furnish any such information to Administrative Agent promptly upon request.

(h) Each Debtor agrees that it will join with the Administrative Agent in executing or authorizing and, at its own expense, will file and refile, or permit the Administrative Agent to file and refile such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Administrative Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Administrative Agent hereunder.

(i) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in the respective Schedule I pertaining to such Debtor as the chief executive office of such Debtor or as otherwise set forth in the Perfection Certificate (in each case subject to Section 5(a)).

(j) If any Collateral of any Debtor is at any time in the possession of a bailee, such Debtor shall promptly notify the Administrative Agent and, if requested by the Administrative Agent, the Debtors shall obtain an acknowledgment, in form and substance reasonably satisfactory to Administrative

Agent, of any bailee having possession of any of the Collateral that such bailee holds such Collateral for Administrative Agent and shall act upon the instructions of the Administrative Agent, without further consent of the Debtors.

(k) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(l) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The websites do not contain any material, the publication of which may result in (1) the violation of rights of any person or (2) a right of any person against the publisher or distributor of such material, in each case which would have a Material Adverse Effect.

(m) The domain name servers used in connection with the Debtors' domain names are set forth on Schedule VI hereto. Such domain name servers are controlled by the companies set forth on Schedule VI hereto and located at the locations set forth on Schedule VI hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Administrative Agent, provided, however, that the locations of such domain name servers shall not be changed.

(n) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Debtors' domain names are set forth on Schedule VI hereto. To the extent such change is within the control of such Debtor, no Debtor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent and otherwise, will provide the Administrative Agent with notice of such change within thirty (30) days of such change.

(o) The Debtors shall, within 15 days after the end of each calendar quarter, provide written notice to the Administrative Agent of all applications for registration of Patents, Trademarks, Copyrights, or Websites and Domain Names, to the extent such applications exist and are material to the Debtors' business, made during the preceding calendar quarter. The Debtors shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Patents, Trademarks or Copyrights unless such Patents, Trademarks or Copyrights are not material to the Debtors' business, as reasonably determined by the Debtors consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Administrative Agent, or permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any of the foregoing without the consent of the Administrative Agent.

(p) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States

Copyright Office, and as otherwise requested from time to time by the Administrative Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(q) Each Debtor will, promptly following its becoming aware thereof, notify the Administrative Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(r) Each Debtor will furnish to the Administrative Agent from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Administrative Agent may from time to time reasonably request, all in reasonable detail.

(s) Without in any way limiting the obligation of the Debtors to obtain the consent of the Secured Parties to the opening of any deposit account if required in accordance with the Credit Agreement, prior to establishing any deposit account or lockbox account with any institution other than the Administrative Agent, each Debtor will execute and deliver, and cause any such institution to execute and deliver, to the Administrative Agent a control agreement with respect to such deposit account or lockbox account in form and substance satisfactory to the Administrative Agent and take, or cause to be taken, any other actions deemed necessary by the Administrative Agent to obtain "control" of such deposit account (as such term is defined in Section 9-104 of the Uniform Commercial Code of the State of Delaware). The Administrative Agent hereby agrees with each such Debtor that the Administrative Agent shall not give any instructions directing the disposition of funds from time to time credited to such deposit or lockbox account or without any withdrawal rights from such Debtors, unless an Event of Default has occurred and is continuing.

(t) If any Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Debtor, such Debtor shall promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such Debtor shall either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Administrative Agent for itself and the benefit of the other Secured Parties of the proceeds of any drawing under the letter of credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of the letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement. In addition, if requested by the Administrative Agent, such Debtor shall deliver such letter of credit to the Administrative Agent.

(u) To the extent any account or contract or other writing relating thereto held by any Debtor is evidenced by a promissory note or other instrument or any Debtor otherwise holds or acquires possession of any promissory note or other instrument or any tangible chattel paper in excess of \$50,000, such Debtor will deliver the same to the Administrative Agent to be held as Collateral hereunder, together with an endorsement thereof or other instrument of transfer reasonably satisfactory in form and substance to the Administrative Agent.

(v) If any Debtor shall at any time hold or acquire any investment property, such Debtor shall promptly notify the Administrative Agent and shall execute and deliver, or cause to be executed and delivered, such documents and agreements and take, or cause to be taken, such other actions

as the Administrative Agent may request for the Administrative Agent to obtain "control" of such investment property under the Uniform Commercial Code.

(w) The Debtors shall at any time and from time to time execute and deliver, or cause to be executed and delivered, such other agreements, instruments, certificates and documents and take, or cause to be taken, such other actions as the Administrative Agent may reasonably request to insure the continued protection, perfection and priority of the Administrative Agent's security interest in any of the Collateral.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Administrative Agent pursuant to a Mortgage) none of the Collateral shall become fixtures and each Debtor will take all such action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Administrative Agent, use best efforts to obtain a Landlord Waiver and Consent in form satisfactory to the Administrative Agent, from each lessor of Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Administrative Agent.

7. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called an "Event of Default").

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement, or in the Loan Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Administrative Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own or control through a license or otherwise, such Debtor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Administrative Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Administrative Agent may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties or transfer any information related to the Collateral to the Administrative Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Administrative Agent will give the Debtors at least ten (10) days' prior

written notice in accordance with Section 19 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. The Administrative Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Right of Administrative Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Administrative Agent may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Administrative Agent may reasonably deem proper. In any such case the Administrative Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Administrative Agent shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Administrative Agent may reasonably see fit; and the Administrative Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Administrative Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Administrative Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 13.

12. Collection of Accounts Receivable, etc. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may notify or may require the Debtors to notify account debtors, including, without limitation, customers and vendors, obligated on any or all of the Debtors' accounts receivable, whether now existing or hereafter arising, to make payment directly to the Administrative Agent, and may take possession of all proceeds of any accounts in any Debtor's possession, and may take any other steps which the Administrative Agent deems necessary or advisable to collect any or all such accounts receivable or other Collateral or proceeds thereof.

13. Proceeds of Collateral. After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys' fees) and all reasonable other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Administrative Agent in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By way of enlargement and not by way of limitation of the rights of the Administrative Agent under applicable law or the Credit Agreement or the other Loan Documents, the Administrative Agent

shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the reasonable cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

14. Credit Agreement, etc. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Fleet National Bank, or any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement. Concurrently herewith, certain of the Debtors are executing and delivering to the Administrative Agent a Pledge Agreement of even date herewith pursuant to which such Debtors are pledging to the Administrative Agent for the benefit of the Lenders the Pledged Collateral (as defined in such Pledge Agreement). The Pledge of the Pledged Collateral (as defined in such Pledge Agreement) shall be governed by the terms of such Pledge Agreement and not by the terms of this Agreement.

15. Waivers, etc. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Loan Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the other Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Administrative Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE ADMINISTRATIVE AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

16. Termination: Assignment, etc. When all the Secured Obligations have been paid in full and have been terminated and the Commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding or, if outstanding,

have been cash collateralized to the satisfaction of the Administrative Agent, this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Administrative Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Debtors and at the Debtors' expense. No waiver by the Administrative Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party in accordance with the provisions of the Credit Agreement, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.

17. Reinstatement. Notwithstanding the provisions of Section 15, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Credit Parties or upon the appointment of any intervener or conservator of, or trustee or similar official for any Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

18. Governmental Approval. Prior to or, where permitted, upon the exercise by the Administrative Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

19. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement.

20. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Administrative Agent and each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.


21. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts. Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in any state or federal court located in The Commonwealth of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it in accordance with Section 19 hereof or as otherwise provided under the laws of The Commonwealth of Massachusetts. Nothing in this Agreement shall affect any right the Administrative Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its

properties in the courts of any jurisdiction. EACH DEBTOR AND EACH SECURED PARTY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH DEBTOR OR SUCH SECURED PARTY IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.


IN WITNESS WHEREOF, the parties have executed this Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:


ENTERPRISE NEWSMEDIA, LLC

By: 
Name: James F. Plugh
Title: President


ENTERPRISE NEWSMEDIA HOLDING, LLC

By: 
Name: James F. Plugh
Title: President


ENTERPRISE PUBLISHING COMPANY, LLC

By: 
Name: James F. Plugh
Title: President


GEORGE W. PRESCOTT PUBLISHING COMPANY, LLC

By: 
Name: James F. Plugh
Title: President

THE MEMORIAL PRESS, LLC


By: 
Name: James F. Plugh
Title: President

LOW REALTY, LLC

By: 
Name: James F. Plugh
Title: President

AGENT:

FLEET NATIONAL BANK, as Administrative Agent
for the Secured Parties

By: 
Name: Stephen J. Healey
Title: Managing Director

PERFECTION CERTIFICATES
FOR EACH OF THE CREDIT PARTIES AND
PRIOR ENTITIES

Palmer & Dodge LLP

On File with Palmer & Dodge LLP

111 Huntington Avenue
at Prudential Center
Boston, Massachusetts 02199
617-239-0100
fax: 617-227-4420
<http://www.palmerdodge.com>

PATENTS

(including exclusive and non-exclusive licenses)

[one.

TRADEMARKS AND TRADENAMES

(including registrations and applications and exclusive and non-exclusive licenses)

Registered Trademarks of the Enterprise Publishing Company

1. The Enterprise, Reg. No. 32263
2. The Sunday Enterprise, Reg. No. 32262
3. Enterprise News.com

MPG has registered the following trademarks with the Secretary of the Commonwealth of Massachusetts:

1. "Memorial Press Group", Reg. No. 30044
2. "Old Colony Memorial", Reg. No.30040
3. "Carver Reporter", Reg. No. 52992
4. "Duxbury Reporter", Reg. No. 41055
5. "Halifax Reporter", Reg. No. 41056
6. "Kingston Reporter", Reg. No. 41053
7. "Marshfield Reporter", Reg. No. 41052
8. "Pembroke Reporter", Reg. No. 41051
9. "Plymouth ETC.", Reg. No. 53808
10. "Plymouth Guide", Reg. No. 40963
11. "Plymouth Mariner & Design", Reg. No. 53328
12. "Plymouth News" and design, Reg. No. 53330
13. "Plymouth Reporter" and design, Reg. No. 53331
14. "South of Boston" Reg. No. 40421A
15. "South of Boston Weekend", Reg. No. 47108
16. "The Buy 'n Sell", Reg. No. 51618
17. "Wareham Courier", Reg. No. 30037

Prescott Publishing has registered the following trademarks with the Secretary of the Commonwealth of Massachusetts:

1. "Dining Out: A Restaurant Guide" Reg. No. 26704
2. "The Coupon Source", Reg. No. 50862
3. "The Patriot Ledger Ledger Land", Reg. No. 26704
4. "TV Ledger", Reg. No. 43950

Prescott Publishing or MPG use or have used the following trade names:

1. The Memorial Press
2. MPG
3. Memorial Press Group
4. MPG Specialty Publications
5. MPG Printing

6. MPG Newspapers
7. MPG Communications
8. Carver Reporter
9. Duxbury Reporter
10. Halifax Reporter
11. Marshfield Reporter
12. Old Colony Memorial
13. Pembroke Reporter
14. The Sentinel
15. Wareham Courier
16. Prescott Publishing
17. The Patriot Ledger
18. Ledger Land
19. Prescottopolis
20. plymouthguide.com
21. mpgnews.com
22. southofboston.com
23. mpgprinting.com
24. Prescott Publishing Advertising Network
25. The Pilgrim Story
26. PatriotLedger.com
27. Ledger.com

George W. Prescott Publishing Company, LLC has registered the following trademark with the United States Patent and Trademark Office:

1. The Patriot Ledger "Reg. No. 2,097,397." Registered September 16, 1997.

Enterprise Publishing Company, LLC has registered the following trademark with the United States Patent and Trademark Office:

1. South of Boston Media Group, Reg. No. 2,610,783 and 2,464,710
2. southofboston.com, Reg. No. 2,566,293
3. Brockton Daily Enterprise, Reg. No. 71/541.527
4. Brockton Daily Evening Enterprise and Brockton Times, Reg. No. 71/537,670

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None.

WEBSITES AND DOMAIN NAMES

southshoreweb.org
mpgprinting.com
plymouthguide.com
southofbostonmedia.com
mpgnews.com
patriotledger.com
ledger.com
kinstonreporter.com
thesentinelnewspaper.com
enterprise-news.com
southofboston.com
aroundbostonjobmatch.com
brocktonjobmatch.com
massachusettsjobmatch.com
massjobmatch.com
metrosouthjobmatch.com
plymouthjobmatch.com
quincyjobmatch.com
southofbostonjobmatch.com
southshorejobmatch.com
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duxburyreporter.com
halifaxreporter.com
marshfieldreporter.com
oldcolonymemorial.com
pembrokereporter.com
warehamcourier.com
southofbostonclassifieds.com
southofbostonclassifieds.net
southofbostonsingles.com
enterpriseneews.com
aroundboston.com
brocktonjobfind.com
plymouthjobfind.com
quincyjobfind.com
southofbostonjobfind.com
southshorejobfind.com
southshorebusiness.com
southshorebusiness.net
newspapermedia.com
southofboston.net

DOMAIN NAME SERVERS AND ADMINISTRATIVE CONTACTS

<u>Websites, Domain Names</u>	<u>Servers</u>	<u>Administrative Contact</u>
southshoreweb.org	verisign	Christine McGonagle
mpgprinting.com	verisign	Christine McGonagle
plymouthguide.com	verisign	Mike Blinder
southofbostonmedia.com	verisign	Christine McGonagle
mpgnews.com	verisign	Christine McGonagle
patriotledger.com	verisign	Barry Shein
ledger.com	verisign	Barry Shein
kinstonreporter.com	verisign	Christine McGonagle
thesentinelnewspaper.com	verisign	Christine McGonagle
enterprise-news.com	enterprise	Jeff Wheaton
southofboston.com	verisign	Christine McGonagle
aroundbostonjobmatch.com	register.com	Domain Registrar
brocktonjobmatch.com	register.com	Domain Registrar
massachusettsjobmatch.com	register.com	Domain Registrar
massjobmatch.com	register.com	Domain Registrar
metrosouthjobmatch.com	register.com	Domain Registrar
plymouthjobmatch.com	register.com	Domain Registrar
quincyjobmatch.com	register.com	Domain Registrar
southofbostonjobmatch.com	register.com	Domain Registrar
southshorejobmatch.com	register.com	Domain Registrar
carverreporter.com	verisign	Christine McGonagle
duxburyreporter.com	verisign	Christine McGonagle
halifaxreporter.com	verisign	Christine McGonagle
marshfieldreporter.com	verisign	Christine McGonagle
oldcolonymemorial.com	verisign	Christine McGonagle
pembrokereporter.com	verisign	Christine McGonagle
warehamcourier.com	verisign	Christine McGonagle
southofbostonclassifieds.com	verisign	Christine McGonagle
southofbostonclassifieds.net	verisign	Christine McGonagle
southofbostonsingles.com	verisign	Mike Blinder
enterprisenews.com	enterprise	Jeff Wheaton
aroundboston.com	enterprise	Jeff Wheaton
brocktonjobfind.com	verisign	namehost@worldnic.net
plymouthjobfind.com	verisign	namehost@worldnic.net
quincyjobfind.com	verisign	namehost@worldnic.net
southofbostonjobfind.com	verisign	namehost@worldnic.net
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