

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENTERPRISE PUBLISHING COMPANY, LLC		01/21/2005	limited liability company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	CP-8		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288-0680		
<b>Entity Type:</b>	as Administrative Agent:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2610783	SOUTH OF BOSTON MEDIA GROUP	
Registration Number:	2464710	SOUTH OF BOSTON MEDIA GROUP	
Registration Number:	2566293	SOUTHOFBOSTON.COM	
Registration Number:	0508764	BROCKTON DAILY ENTERPRISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3692		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(704)331-7400		
<b>Email:</b>	docket@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 North Tryon Street		
<b>Address Line 2:</b>	Hearst Tower, 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		

OP \$115.00 2610783

**TRADEMARK**

**REEL: 003022 FRAME: 0491**

Signature:	/karl s sawyer jr/
Date:	02/04/2005
Total Attachments: 5 source=TMSec-EntPub#page1.tif source=TMSec-EntPub#page2.tif source=TMSec-EntPub#page3.tif source=TMSec-EntPub#page4.tif source=TMSec-EntPub#page5.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 21, 2005 by and between ENTERPRISE PUBLISHING COMPANY, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 60 Main Street, Brockton, MA 02401 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, CP-8, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement dated as of January 21, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Enterprise NewsMedia, LLC (the "Borrower"), Enterprise NewsMedia Holding, LLC (the "Parent"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of January 21, 2005 by and among the Borrower, the Parent, certain of the Parent's Subsidiaries, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Enterprise Publishing Company, LLC, as Grantor

By: K.A.D.  
Name: Kirk Davis  
Title: President

ACKNOWLEDGMENT

STATE OF Mass

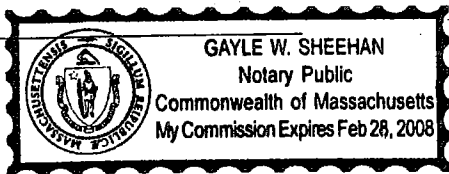
COUNTY OF Norfolk

I, Gayle W. Sheehan, a Notary Public for said County and State, do hereby certify that Kirk A. Davis personally appeared before me this day and stated that (s)he is President of Enterprise Publishing Company, LLC and acknowledged, on behalf of Enterprise Publishing Company, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 19 day of January, 2005.

Gayle W Sheehan  
Notary Public

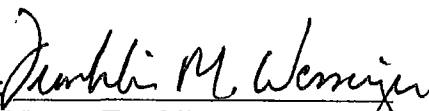
My commission expires:



[Signature Pages Continue]

Agreed and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Franklin M. Wessinger  
Title: Managing Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
South of Boston Media Group	2,610,783	8/20/2002		
South of Boston Media Group	2,464,710	6/26/2001		
southofboston.com	2,566,293	4/30/2002		
Brockton Daily Enterprise	0,508,764	4/19/1949		

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE