TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Media Operations, Inc.		01/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Association:

PROPERTY NUMBERS Total: 115

Property Type	Number	Word Mark
Serial Number:	75055141	BAT BOY
Serial Number:	78174097	BECKY DUCK
Serial Number:	74538538	BIGFOOT
Serial Number:	78439163	BIGFOOT
Serial Number:	78598326	BIKINI BODY
Serial Number:	78109007	BOUGHT TO BE READ
Serial Number:	78174110	BUCKY DUCK
Serial Number:	78528911	CELEBRITY LIVING WEEKLY
Serial Number:	78537709	CELEBRITY LIVING WEEKLY
Serial Number:	75701053	COUNTRY WEEKLY
Serial Number:	75116052	COUNTRY WEEKLY
Serial Number:	73217522	
Serial Number:	74702771	ENQUIRING MINDS WANT TO KNOW
Serial Number:	75244829	ENQUIRING MINDS WANT TO KNOW

CH $2890.00 75055141

Serial Number:	75747442	FIT FOR LIFE RESPONSE PAK
Serial Number:	74620491	FIT PREGNANCY
Serial Number:	75230627	FIT PREGNANCY
Serial Number:	78460355	FIT PREGNANCY EN ESPANOL
Serial Number:	75507768	FIT-X
Serial Number:	73473476	FLEX
Serial Number:	75231063	FLEX
Serial Number:	76272579	FLEX - BATTLE OF THE BICEPS
Serial Number:	76394756	FLEX MAGAZINE
Serial Number:	76446341	FLEXY
Serial Number:	74060376	GLOBE
Serial Number:	78405037	GLOBE
Serial Number:	75492541	H.U.G.E. HARDGAINERS ULTIMATE GROWTH ENHANCEMENT SYSTEM
Serial Number:	75747439	HARD BODY RESPONSE PAK
Serial Number:	75209144	HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM
Serial Number:	75827278	HERS
Serial Number:	74731935	INTERNATIONAL ASTROLOGICAL SOCIETY
Serial Number:	78131924	ISHAPE
Serial Number:	76272577	JOE WEIDER'S BATTLE OF THE BICEPS
Serial Number:	76976154	JOE WEIDER'S BATTLE OF THE BICEPS
Serial Number:	78470947	LIVING FIT
Serial Number:	78485993	MAKE ONE CHANGE
Serial Number:	78562921	MEMORIES
Serial Number:	74664965	MEN'S FITNESS
Serial Number:	73679354	MEN'S FITNESS
Serial Number:	75230631	MEN'S FITNESS
Serial Number:	78240004	MEN'S FITNESS' FITTEST CITIES
Serial Number:	78975557	MEN'S FITNESS' FITTEST CITIES
Serial Number:	75797300	MIDNIGHT HOROSCOPE
Serial Number:	74730349	MINI MAG
Serial Number:	75169313	MM MICRO MAGS
Serial Number:	78552695	MOM & BABY
Serial Number:	78452082	MPH MAXIMUM PERFORMANCE + HORSEPOWER

Serial Number:	78779628	MPH MAXIMUM PERFORMANCE + HORSEPOWER
Serial Number:	76379152	MUSCLE & FITNESS
Serial Number:	75231064	MUSCLE & FITNESS
Serial Number:	76381534	MUSCLE & FITNESS
Serial Number:	76381535	MUSCLE & FITNESS
Serial Number:	76461984	MUSCLE & FITNESS
Serial Number:	76381533	MUSCLE & FITNESS
Serial Number:	76379510	MUSCLE & FITNESS
Serial Number:	76379150	MUSCLE & FITNESS
Serial Number:	78438598	MUSCLE & FITNESS
Serial Number:	76975437	MUSCLE & FITNESS - BATTLE OF THE BICEPS
Serial Number:	76272581	MUSCLE & FITNESS - BATTLE OF THE BICEPS
Serial Number:	76379509	MUSCLE & FITNESS
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Serial Number:	76379154	MUSCLE & FITNESS HERS
Serial Number:	76379156	MUSCLE & FITNESS HERS
Serial Number:	76379155	MUSCLE & FITNESS HERS
Serial Number:	76379718	MUSCLE & FITNESS HERS
Serial Number:	78235811	MUSCLE & FITNESS' MS. MUSCLE BEACH
Serial Number:	72128501	NATIONAL ENQUIRER
Serial Number:	75116089	NATIONAL ENQUIRER
Serial Number:	78461839	NATIONAL ENQUIRER EN ESPAÑOL
Serial Number:	78640169	THE NATIONAL ENQUIRER
Serial Number:	78097907	NATIONAL EXAMINER
Serial Number:	75424593	NATURAL HEALTH
Serial Number:	76363112	OPTIMIZE
Serial Number:	76358799	OPTIMIZE FITNESS SYSTEMS
Serial Number:	78348350	QUICK!
Serial Number:	75425509	REAL GIRL SIGHTINGS
Serial Number:	75155774	SECRET WORD
Serial Number:	75230630	SHAPE
Serial Number:	73292633	SHAPE
Serial Number:	73490231	SHAPE
Serial Number:	76363122	SHAPE
Serial Number:	78468527	SHAPE & MEN'S FITNESS PRESENT BE FIT NOW!

Serial Number:	78480366	SHAPE & MEN'S FITNESS PRESENT LOOKING GOOD NOW!
Serial Number:	76454921	SHAPE
Serial Number:	73440747	SHAPE
Serial Number:	76363121	SHAPE
Serial Number:	76475872	SHAPE
Serial Number:	76475870	SHAPE
Serial Number:	75231066	SHAPE COOKS
Serial Number:	78313419	SHAPE EN ESPANOL
Serial Number:	78405527	SHAPE EN ESPANOL
Serial Number:	76369132	SHAPE ESCAPE
Serial Number:	78381701	SHAPE YOUR BODY & YOUR LIFE
Serial Number:	78187143	SHAPE YOUR LIFE
Serial Number:	78187104	SHAPE YOUR LIFE
Serial Number:	78186764	SHAPE YOUR LIFE
Serial Number:	78186768	SHAPE YOUR LIFE
Serial Number:	78187078	SHAPE YOUR LIFE
Serial Number:	78186770	SHAPE YOUR LIFE
Serial Number:	75397970	SHAPE'S ESSENTIAL GUIDE TO SUMMER
Serial Number:	74730403	SHEELA WOOD'S
Serial Number:	75116088	STAR
Serial Number:	78369729	STAR
Serial Number:	78461921	STAR EN ESPAÑOL
Serial Number:	75430247	STAR PEOPLE
Serial Number:	78487100	STARSHOP
Serial Number:	78166869	STREET PERFORMANCE COMPACT
Serial Number:	78516100	SUCCESSFUL SLIMMING
Serial Number:	78529127	SUCCESSFUL SLIMMING
Serial Number:	75160019	SUN
Serial Number:	73182128	THE STAR
Serial Number:	78198006	THE TABBY AWARD
Serial Number:	73162312	THE UNTOLD STORY
Serial Number:	73816596	WEEKLY WORLD NEWS
Serial Number:	74695839	WEEKLY WORLD NEWS

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 2: attn: Carey Lening
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	352425
NAME OF SUBMITTER:	Carey Lening
Signature:	/cnl/
Date:	03/02/2006

Total Attachments: 74
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GUARANTEE AND COLLATERAL AGREEMENT

dated as of

January 30, 2006

among

AMERICAN MEDIA, INC.,

AMERICAN MEDIA OPERATIONS, INC.,

THE SUBSIDIARIES OF AMERICAN MEDIA OPERATIONS, INC.
IDENTIFIED HEREIN

and

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

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GUARANTEE AND COLLATERAL AGREEMENT (this *"Agreement"*), dated as of January 30, 2006, among AMERICAN MEDIA, INC., AMERICAN MEDIA OPERATIONS, INC., the Subsidiaries of AMERICAN MEDIA OPERATIONS, INC. identified herein and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to the Credit Agreement dated as of January 30, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among American Media Operations, Inc. (the "*Borrower*"), American Media, Inc. ("*Holdings*"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Credit Agreement.* (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 1.02. *Other Defined Terms.* As used in this Agreement, the following terms have the meanings specified below:

"*Account Debtor*" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Article 9 Collateral*" has the meaning assigned to such term in Section 4.01.

"*Collateral*" means Article 9 Collateral and Pledged Collateral.

"*Copyright License*" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned

by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such Copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"*Credit Agreement*" has the meaning assigned to such term in the preliminary statement of this Agreement.

"*Federal Securities Laws*" has the meaning assigned to such term in Section 5.04.

"*General Intangibles*" means all choses in action and causes of action and all other intangible personal property of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

"*Grantors*" means Holdings, the Borrower and the Subsidiary Parties.

"*Guarantors*" means Holdings and the Subsidiary Parties.

"*Intellectual Property*" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"*License*" means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Grantor is a party, including those listed on Schedule III.

"*Loan Document Obligations*" means (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on

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the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents.

"*New York UCC*" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"*Obligations*" means (a) Loan Document Obligations, (b) the due and punctual payment and performance of all obligations of each Loan Party under each Hedging Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into and (c) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from treasury, depositary and cash management services in connection with any automated clearing house transfers of funds.

"*Patent License*" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention covered by a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to make, use or sell any invention covered by a Patent, now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Patents*" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Perfection Certificate*" means a certificate substantially in the form of Exhibit II, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an executive officer or Financial Officer of the Borrower.

"*Pledged Collateral*" has the meaning assigned to such term in Section 3.01.

"*Pledged Debt Securities*" has the meaning assigned to such term in Section 3.01.

"*Pledged Securities*" means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"*Pledged Stock*" has the meaning assigned to such term in Section 3.01.

"*Proceeds*" has the meaning specified in Section 9-102 of the New York UCC.

"*Secured Parties*" means (a) the Lenders, (b) the Administrative Agent, (c) the Issuing Bank, (d) each counterparty to any Hedging Agreement with a Loan Party the obligations under which constitute Obligations, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (f) the successors and assigns of each of the foregoing.

"*Security Interest*" has the meaning assigned to such term in Section 4.01.

"*Subsidiary Parties*" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Subsidiary Party after the Effective Date.

"*Trademark License*" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those listed on Schedule III; *provided* that,

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applications in the United States Patent and Trademark Office to register trademarks or service marks in the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral, and, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

ARTICLE II

Guarantee

SECTION 2.01. *Guarantee*. Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each of the Guarantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. *Guarantee of Payment*. Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any other Secured Party in favor of the Borrower or any other Person.

SECTION 2.03. *No Limitations*. (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 7.13, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise (other than a defense of performance). Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Administrative Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Administrative Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any

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extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than performance of the Obligations, to the extent of such performance)). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party, other than a defense of performance. The Administrative Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations are reduced thereby and only to the extent the same are affected in accordance with the provisions of this Agreement. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04. *Reinstatement.* Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

SECTION 2.05. *Agreement To Pay; Subrogation.* In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Administrative Agent as provided above, all rights of such Guarantor against the Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

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SECTION 2.06. *Information*. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Administrative Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III

Pledge of Securities

SECTION 3.01. *Pledge*. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under (a) the shares of capital stock and other Equity Interests owned by it and listed on Schedule II and any other Equity Interests obtained in the future by such Grantor and the certificates representing all such Equity Interests (the "*Pledged Stock*"); *provided* that the Pledged Stock shall not include (i) more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary or (ii) any Equity Interests of a Person that is not a Subsidiary; (b)(i) the debt securities listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to such Grantor represented by a promissory note or other instrument evidencing such debt securities and (iii) the promissory notes and any other instruments evidencing such debt securities, if any (the "*Pledged Debt Securities*"); (c) all other property that may be delivered to and held by the Administrative Agent pursuant to the terms of this Section 3.01; (d) subject to Section 3.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 3.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "*Pledged Collateral*").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, forever; *subject*, *however*, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. *Delivery of the Pledged Collateral*. (a) Each Grantor agrees promptly to deliver or cause to be delivered to the Administrative Agent any and all Pledged Securities.

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(b) (i) Each Grantor will pledge and deliver to the Administrative Agent pursuant to the terms hereof any Indebtedness for borrowed money owed to such Grantor by any Person that is evidenced by a duly executed promissory note, and, individually, in excess of $250,000 or, in the aggregate, in excess of $1,000,000.

(ii) Each Grantor acknowledges and agrees that, to the extent any debt securities now or hereafter issued to such Grantor are not represented by a promissory note or other instrument evidencing such debt securities on the Effective Date, then such Grantor shall not reduce any such debt securities to a promissory note or other instrument evidencing such debt securities after the Effective Date; provided that in the event any such Grantor reduces any such debt securities to a promissory note or other instrument evidencing such debt securities in contravention of this provision, such Grantor shall promptly deliver each such promissory note or other instrument evidencing such debt securities, individually, in excess of $250,000 or, in the aggregate, in excess of $1,000,000, to the Administrative Agent.

(c) Upon delivery to the Administrative Agent, (i) any Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer satisfactory to the Administrative Agent and by such other instruments and documents as the Administrative Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall, at the reasonable request of the Administrative Agent, be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Administrative Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof; *provided* that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. *Representations, Warranties and Covenants*. The Grantors jointly and severally represent, warrant and covenant to and with the Administrative Agent, for the benefit of the Secured Parties, that:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Stock and includes all Equity Interests, debt securities and promissory notes required to be pledged hereunder;

(b) the Pledged Stock and Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock, are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, to the best knowledge of the relevant Grantors, are legal, valid and binding obligations of the issuers thereof;

(c) except for the security interests granted hereunder, each of the Grantors (i) is and, subject to any transfers made in compliance with the Credit

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Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens created by this Agreement and Liens permitted by Section 6.02 of the Credit Agreement, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens created by this Agreement and Liens permitted by Section 6.02 of the Credit Agreement, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Lien created by this Agreement and Liens permitted by Section 6.02 of the Credit Agreement), however, arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally or otherwise permitted to exist pursuant to the terms of the Credit Agreement, the Pledged Collateral is and will continue to be freely transferable and assignable, and none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Administrative Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(f) the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except filings necessary to perfect Liens created under the Loan Documents, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of any of the Grantors or any order of any Governmental Authority, (c) will not violate or result in a default under any material indenture, agreement or other instrument (other than the Existing Credit Agreement) binding upon any of the Grantors or its assets, or give rise to a right thereunder to require any payment to be made by any of the Grantors (other than under the Existing Credit Agreement), and (d) will not result in the creation or imposition of any Lien on any asset of any of the Grantors, except Liens created under the Loan Documents;

(g) this Agreement is effective to create in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral; and

(h) the pledge effected hereby is effective to vest in the Administrative Agent, for the benefit of the Secured Parties, the rights of the Administrative Agent in the Pledged Collateral as set forth herein.

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SECTION 3.04. *Certification of Limited Liability Company and Limited Partnership Interests*. (a) Each Grantor acknowledges and agrees that (i) each interest in any limited liability company or limited partnership controlled by the Grantor, pledged hereunder and represented by a certificate shall be a "security" within the meaning of Article 8 of the New York UCC and shall be governed by Article 8 of the New York UCC and (ii) each such interest shall at all times hereafter be represented by a certificate.

(b) Each Grantor further acknowledges and agrees that (i) each interest in any limited liability company or limited partnership controlled by the Grantor, pledged hereunder and not represented by a certificate shall not be a "security" within the meaning of Article 8 of the New York UCC and shall not be governed by Article 8 of the New York UCC, and (ii) each Grantor shall at no time elect to treat any such interest as a "security" within the meaning of Article 8 of the New York UCC or issue any certificate representing such interest, unless the Grantor provides prior written notification to the Administrative Agent of such election and immediately delivers any such certificate to the Administrative Agent pursuant to the terms hereof.

SECTION 3.05. *Registration in Nominee Name; Denominations*. The Administrative Agent, on behalf of the Secured Parties, shall have the right (upon the occurrence and during the continuance of an Event of Default) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Administrative Agent. Each Grantor will promptly give to the Administrative Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. After the Pledged Securities are held in its name, the Administrative Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.06. *Voting Rights; Dividends and Interest.* (a) Unless and until an Event of Default shall have occurred and be continuing and the Administrative Agent shall have notified the Grantors that their rights under this Section 3.06 are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents.

(ii) The Administrative Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above and to receive the cash dividends it is entitled to receive pursuant to subparagraph (iii) below.

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(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; *provided* that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent and shall be forthwith delivered to the Administrative Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 3.06, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.06 shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.06 shall be held in trust for the benefit of the Administrative Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Administrative Agent pursuant to the provisions of this paragraph (b) shall be retained by the Administrative Agent in an account to be established by the Administrative Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived and the Borrower has delivered to the Administrative Agent a certificate to that effect, the Administrative Agent shall, within five Business Days after receipt of such certificate, repay to each Grantor (without interest) all dividends, interest, principal (without interest) or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 3.06, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Administrative Agent

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under paragraph (a)(ii) of this Section 3.06, shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided* that, unless otherwise directed by the Required Lenders, the Administrative Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Borrower has delivered to the Administrative Agent a certificate to that effect, each Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) of this Section 3.06.

(d) Any notice given by the Administrative Agent to the Grantors suspending their rights under paragraph (a) of this Section 3.06 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Administrative Agent) and without waiving or otherwise affecting the Administrative Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. *Security Interest*. (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "*Security Interest*") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Article 9 Collateral*"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Deposit Accounts;

(iv) all Documents (other than title documents relating to vehicles);

(v) all Equipment;

(vi) all General Intangibles;

(vii) all Instruments;

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(viii) all Inventory;

(ix) all Investment Property (subject to the limitations contained in the proviso to Section 3.01(a));

(x) Letter-of Credit Rights;

(xi) all books and records pertaining to the Article 9 Collateral; and

(xii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that (i) indicate the Collateral as all assets of such Pledgor or words of similar effect as being of an equal or lesser scope or with greater detail, and (ii) contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (a) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor and (b) in the case of a financing statement filed as a fixture filing or covering Article 9 Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Article 9 Collateral relates. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request.

Each Grantor also ratifies its authorization for the Administrative Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Administrative Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

(d) Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to any contract or agreement to which a Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the unenforceability of any right of the

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Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or any other applicable law or principles of equity), *provided, however,* that such security interest shall attach immediately at such time as the condition causing such unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract or agreement that does not result in any of the consequences specified in (i) or (ii) including, without limitation, any proceeds of such contract or agreement.

SECTION 4.02. *Representations and Warranties*. The Grantors jointly and severally represent and warrant to the Administrative Agent and the Secured Parties that:

(a) Each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete as of the Effective Date. The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Administrative Agent based upon the information provided to the Administrative Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedule 2 to the Perfection Certificate (or specified by notice from the Borrower to the Administrative Agent after the Effective Date in the case of filings, recordings or registrations required by Section 5.03(a) or 5.12 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. Each Grantor represents and warrants that a fully executed agreement in the form hereof or a fully executed short-form agreement in form and substance reasonably satisfactory to the Administrative Agent containing a description of all Article 9 Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United

States registered Copyrights have been delivered to the Administrative Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement or the short-form agreement referenced in paragraph (b) above with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Permitted Encumbrances that have priority as a matter of law. Notwithstanding anything to the contrary contained herein, no representation is made regarding perfection with respect to deposit accounts.

(d) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, except for Liens permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03. *Covenants*. (a) Each Grantor agrees promptly to notify the Administrative Agent in writing of any change (i) in corporate name, (ii) in the

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location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Article 9 Collateral owned by it or any office or facility at which Article 9 owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number or (v) in its jurisdiction of organization. Each Grantor agrees to promptly provide the Administrative Agent with certified organizational documents reflecting any of the changes described in the first sentence of this paragraph. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Article 9 Collateral. Each Grantor agrees promptly to notify the Administrative Agent if any material portion of the Article 9 Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

(c) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01(a) of the Credit Agreement, the Borrower shall deliver to the Administrative Agent a certificate executed by a Financial Officer and the chief legal officer of the Borrower (a) setting forth the information required pursuant to the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.03(c) and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings recordings or registrations, including all refilings, recordings and registrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) of this Section 4.03 to the extent necessary to protect any perfect the Security Interest as of the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.03(c) shall identify in the format of Schedule III all Intellectual Property of any Grantor in existence on the date thereof an not then listed on such Schedules or previously so identified to the Administrative Agent.

(d) Each Grantor shall, at its own expense, take all reasonable and necessary actions to defend title to the Article 9 Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the Article 9 Collateral and the priority thereof against any Lien not permitted pursuant to Section 6.02 of the Credit Agreement.

(e) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all

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such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Article 9 Collateral shall be or become evidenced by any promissory note or other instrument that is, individually, in excess of $250,000 or, in the aggregate, in excess of $1,000,000, such note or instrument shall be promptly pledged and delivered to the Administrative Agent, duly endorsed in a manner reasonably satisfactory to the Administrative Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Administrative Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided* that any Grantor shall have the right, exercisable within 20 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral or provide an explanation, which shall be reasonably satisfactory to the Administrative Agent, as to why such asset or item does not constitute Copyrights, Licenses, Patents or Trademarks. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Administrative Agent of the specific identification of such Collateral.

(f) The Administrative Agent and such Persons as the Administrative Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Article 9 Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.03 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Administrative Agent shall have the right to share any information it gains from such inspection or verification with any Secured Party.

(g) At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or

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this Agreement, and each Grantor jointly and severally agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; *provided* that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(h) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

(i) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as permitted by the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral and each Grantor shall remain at all times in possession of the Article 9 Collateral owned by it, except in each case as permitted by the Credit Agreement.

(j) None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, compromises, settlements, releases, credits or discounts granted or made in the ordinary course of business.

(k) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent

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in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Administrative Agent and shall be additional Obligations secured hereby.

SECTION 4.04. *Other Actions*. In order to further insure the attachment, perfection and priority of, and the ability of the Administrative Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) *Instruments*. If any Grantor shall at any time hold or acquire any Instruments, such Grantor shall forthwith endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time reasonably request.

(b) *Investment Property*. Except to the extent otherwise provided in Article III, if any Grantor shall at any time hold or acquire any certificated securities representing Equity Interests in any Restricted Subsidiary, such Grantor shall forthwith endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall immediately notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (i) cause the issuer to agree to comply with instructions from the Administrative Agent as to such securities, without further consent of any Grantor or such nominee, or (ii) arrange for the Administrative Agent to become the registered owner of the securities. The Administrative Agent agrees with each of the Grantors that the Administrative Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Administrative Agent is the securities intermediary.

(c) *Letter-of-Credit Rights*. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Administrative Agent thereof and, upon the occurrence and during the continuation of an Event of Default, at the request and option of the Administrative Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Administrative Agent of the proceeds of any drawing under the

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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 paid to the applicable Grantor unless an Event of Default has occurred or is continuing.

SECTION 4.05. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, do any act or omit do to any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act as omitting to do any act) whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor will (and will exercise commercially reasonable efforts to cause its licensees or its sublicensees to), for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark consistent with past practice, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor will (and will exercise commercially reasonable efforts to cause its licensees or its sublicensees to), for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly, but in any event within 15 days, informs the Administrative Agent, and, upon request of the Administrative Agent, executes and

delivers any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all reasonable and necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be materially infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are reasonably appropriate under the circumstances to protect such Article 9 Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Administrative Agent or its designee, in accordance with Section 5.01.

ARTICLE V

Remedies

SECTION 5.01. *Remedies Upon Default*. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral (other than Trademarks for which such assignment, transfer or conveyance would jeopardize the validity of such Trademark, for which the parties shall cooperate to find an alternative solution) by the

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applicable Grantors to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. The Administrative Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral , or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until

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the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 5.02. *Application of Proceeds*. Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties *pro rata* in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

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The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. *Grant of License to Use Intellectual Property*. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense (subject to the Grantor's license) any of the Article 9 Collateral consisting of Intellectual Property, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent may be exercised, at the option of the Administrative Agent, solely upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04. *Securities Act.* In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "*Federal Securities Laws*") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Administrative Agent if the Administrative Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Administrative Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Administrative Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Administrative Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have

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been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Administrative Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Administrative Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Administrative Agent sells.

SECTION 5.05. *Registration.* Each Grantor agrees that, upon the occurrence and during the continuance of an Event of Default, if for any reason the Administrative Agent desires to sell any of the Pledged Collateral at a public sale, it will, at any time and from time to time, upon the written request of the Administrative Agent, use its best efforts to take or to cause the issuer of such Pledged Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Administrative Agent to permit the public sale of such Pledged Collateral. Each Grantor further agrees to indemnify, defend and hold harmless the Administrative Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including, without limitation, reasonable fees and expenses to the Administrative Agent of legal counsel), and claims (including the costs of investigation) that they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Collateral by the Administrative Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Collateral to qualify, file or register, any of the Pledged Collateral under the Blue Sky or other securities laws of such states as may be reasonably requested by the Administrative Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section 5.05. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.05 and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section 5.05 may be specifically enforced.

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ARTICLE VI

Indemnity, Subrogation and Subordination

SECTION 6.01. *Indemnity and Subrogation*. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), the Borrower agrees that (a) in the event a payment of an obligation shall be made by any Guarantor under this Agreement, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Grantor shall be sold pursuant to this Agreement or any other Loan Document to satisfy in whole or in part an obligation owed to any Secured Party, the Borrower shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. *Contribution and Subrogation*. Each Guarantor and Grantor (a "*Contributing Party*") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation or assets of any other Grantor shall be sold pursuant to any Loan Document to satisfy any Obligation owed to any Secured Party and such other Guarantor or Grantor (the "*Claiming Party*") shall not have been fully indemnified by the Borrower as provided in Section 6.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors and Grantors on the date hereof (or, in the case of any Guarantor or Grantor becoming a party hereto pursuant to Section 7.14, the date of the supplement hereto executed and delivered by such Guarantor or Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Party under Section 6.01 to the extent of such payment.

SECTION 6.03. *Subordination*. (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors and Grantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation from any other Loan Party under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Guarantor or Grantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor or Grantor with respect to its obligations hereunder, and each Guarantor and Grantor shall remain liable for the full amount of the obligations of such Guarantor or Grantor hereunder.

(b) Each Guarantor and Grantor hereby agrees that all Indebtedness and other monetary obligations owed by it to any other Guarantor, Grantor or any other

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Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices*. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Party shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 7.02. *Waivers; Amendment*. (a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.03. *Administrative Agent's Fees and Expenses; Indemnification*. (a) The parties hereto agree that the Administrative Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 9.03 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor and each Guarantor jointly and severally agrees to indemnify the Administrative Agent and the other Indemnitees (as defined in Section 9.03 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or

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proceeding relating to any of the foregoing agreement or instrument contemplated hereby, or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Loan Documents. The provisions of this Section 7.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any other Secured Party. All amounts due under this Section 7.03 shall be payable on written demand therefor.

SECTION 7.04. *Successors and Assigns*. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Guarantor, Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.05. *Survival of Agreement*. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 7.06. *Counterparts; Effectiveness; Several Agreement*. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Loan Party and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or

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obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 7.07. *Severability*. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or uneforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties 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 7.08. *Right of Set-Off.* If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Subsidiary Party against any of and all the obligations of such Subsidiary Party now or hereafter existing under this Agreement owed to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section 7.08 are in addition to other rights and remedies (including other rights of set-off) which such Lender may have.

SECTION 7.09. *Governing Law; Jurisdiction; Consent to Service of Process*. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to

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bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or Guarantor, or its properties in the courts of any jurisdiction.

(c) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 7.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

SECTION 7.11. *Headings*. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.12. *Security Interest Absolute*. All rights of the Administrative Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor and Guarantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any

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guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or Guarantor in respect of the Obligations or this Agreement.

SECTION 7.13. *Termination or Release*. (a) This Agreement, the Guarantees made herein, the Security Interest and all other security interests granted hereby shall terminate when all the Loan Document Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Bank has no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Party shall be automatically released (i) in the event that such Subsidiary Party is designated as an Unrestricted Subsidiary in accordance with the terms of the Credit Agreement or (ii) upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Party ceases to be a Subsidiary of the Borrower; *provided* that the Required Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) Sun Editorial, Inc. shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of Sun Editorial, Inc. shall be automatically released upon the consummation of the transaction described in Section 5.15 of the Credit Agreement.

(e) In connection with any termination or release pursuant to paragraph (a), (b), (c) or (d), the Administrative Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.13 shall be without recourse to or warranty by the Administrative Agent.

SECTION 7.14. *Additional Subsidiaries*. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement and each Unrestricted Subsidiary that is designated as a Restricted Subsidiary is required to enter in this Agreement as a Subsidiary Party upon becoming such a Subsidiary Loan Party. Upon execution and delivery by the Administrative Agent and a Subsidiary of an instrument in the form of Exhibit I hereto, such Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other

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Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.

SECTION 7.15. *Administrative Agent Appointed Attorney-in-Fact.* Upon the occurrence and during the continuation of an Event of Default, each Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Administrative Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

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

AMERICAN MEDIA, INC.

by _____
Name: Lawrence Bornsten
Title: SR VP General Mgt & Planning

AMERICAN MEDIA OPERATIONS, INC.

by _____
Name: Lawrence Bornsten
Title: SR VP General Management & Planning

AM AUTO WORLD WEEKLY, INC.
AMERICAN MEDIA CONSUMER ENTERTAINMENT, INC.
AMERICAN MEDIA CONSUMER MAGAZINE GROUP, INC.
AMERICAN MEDIA DISTRIBUTION & MARKETING GROUP, INC.
AMERICAN MEDIA MINI MAGS, INC.
AMERICAN MEDIA NEWSPAPER GROUP, INC.
AMERICAN MEDIA PROPERTY GROUP, INC.
AMI BOOKS, INC.
AMI FILMS, INC.
COUNTRY MUSIC MEDIA GROUP, INC.
DISTRIBUTION SERVICES, INC.
GLOBE COMMUNICATIONS CORP.
GLOBE EDITORIAL, INC.
MIRA! EDITORIAL, INC.
NATIONAL ENQUIRER, INC.
NATIONAL EXAMINER, INC.
NDSI, INC.
STAR EDITORIAL, INC.
SUN EDITORIAL, INC.
SYL COMMUNICATIONS
WEIDER PUBLICATIONS, LLC

by _____
Name: Michael Kahane
Title: EVP / General Counsel

[Guarantee and Collateral Agreement Signature Page]

JPMORGAN CHASE BANK, N.A., AS
ADMINISTRATIVE AGENT,

by

Name: Peter B. Thauer
Title: Vice President

[Guarantee and Collateral Agreement Signature Page]

Schedule I to
the Guarantee and
Collateral Agreement

SUBSIDIARY PARTIES

AM AUTO WORLD WEEKLY, INC.
AMERICAN MEDIA CONSUMER ENTERTAINMENT, INC.
AMERICAN MEDIA CONSUMER MAGAZINE GROUP, INC.
AMERICAN MEDIA DISTRIBUTION & MARKETING GROUP, INC.
AMERICAN MEDIA MINI MAGS, INC.
AMERICAN MEDIA NEWSPAPER GROUP, INC.
AMERICAN MEDIA PROPERTY GROUP, INC.
AMI BOOKS, INC.
AMI FILMS, INC.
COUNTRY MUSIC MEDIA GROUP, INC.
DISTRIBUTION SERVICES, INC.
GLOBE COMMUNICATIONS CORP.
GLOBE EDITORIAL, INC.
MIRA! EDITORIAL, INC.
NATIONAL ENQUIRER, INC.
NATIONAL EXAMINER, INC.
NDSI, INC.
STAR EDITORIAL, INC.
SUN EDITORIAL, INC.
SYL COMMUNICATIONS
WEIDER PUBLICATIONS, LLC

Schedule II to
the Guarantee and
Collateral Agreement

EQUITY INTERESTS

Issuer	Number of Certificate	Registered Owner	Number and Class of Equity Interest	% Owned
American Media Operations, Inc.	3	American Media, Inc.	7,507.58 common stock	100%
AM Auto World Weekly, Inc.	1	American Media Consumer Magazine Group, Inc.	1 common stock	100%
American Media Consumer Entertainment, Inc.	1	American Media Consumer Magazine Group, Inc.	1 common stock	100%
American Media Consumer Magazine Group, Inc.	1	American Media Operations, Inc.	1 common stock	100%
American Media Distribution & Marketing Group, Inc.	1	American Media Operations, Inc.	1 common stock	100%
American Media Mini Mags, Inc.	1	American Media Consumer Magazine Group, Inc.	1 common stock	100%
American Media Newspaper Group, Inc.	1	American Media Operations, Inc.	1 common stock	100%
American Media Property Group, Inc.	1	American Media Operations, Inc.	1 common stock	100%
AMI Books, Inc.	1	American Media Operations, Inc.	1 common stock	100%
AMI Films, Inc.	1	American Media Operations, Inc.	1 common stock	100%
Country Music Media Group, Inc.	1	American Media Consumer Magazine Group, Inc.	1 common stock	100%
Distribution Services, Inc.	3	American Media Distribution & Marketing Group, Inc.	5 common stock	100%
Globe Communications Corp.	2	American Media Property Group, Inc.	1 common stock	100%

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Issuer	Number of Certificate	Registered Owner	Number and Class of Equity Interest	% Owned
Globe Editorial, Inc.	1	American Media Newspaper Group, Inc.	1 common stock	100%
Mira! Editorial, Inc.	1	American Media Newspaper Group, Inc.	1 common stock	100%
National Enquirer, Inc.	16	American Media Newspaper Group, Inc.	958,911 common stock	100%
National Examiner, Inc.	1	American Media Newspaper Group, Inc.	1 common stock	100%
NDSI, Inc.	3	American Media Distribution & Marketing Group, Inc.	150 common stock	100%
Star Editorial, Inc.	2	American Media Newspaper Group, Inc.	10 common stock	100%
Sun Editorial, Inc.	2	American Media Newspaper Group, Inc.	1 common stock	100%
SYL Communications	3	Weider Publications, LLC	1,000 common stock	100%
Weider Publications, LLC	uncertificated	American Media Operations, Inc.	10,000 membership unit	100%

DEBT SECURITIES

1. Non-Negotiable Commercial Term Promissory Note in the aggregate face amount of $2,500,000 payable to American Media Distribution & Marketing Group, Inc. by Frontline Marketing, Inc., dated as of November 27, 2000.

2. Commercial Promissory Note in the aggregate face amount of $750,000 payable to American Media, Inc. by BookWorld Trade, Inc., dated as of November 15, 2005.

Exhibit I to the
Guarantee and
Collateral Agreement

SUPPLEMENT NO. __ dated as of [ ], to the Guarantee and Collateral Agreement (the *"Collateral Agreement")* dated as of January 30, 2006, among American Media Operations, Inc., a Delaware corporation (the "*Borrower*"), American Media, Inc., a Delaware corporation ("*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "*Grantors*") and JPMorgan Chase Bank, N.A., a New York banking corporation ("*JPMCB*"), as Administrative Agent (in such capacity, the "*Administrative Agent*").

A. Reference is made to the Credit Agreement dated as of January 30, 2006 (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 and, JPMCB, as Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.14 of Collateral Agreement provides that additional Subsidiaries of the Borrower may become Subsidiary Parties under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Subsidiary*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.14 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Party (and accordingly, becomes a Guarantor and a Grantor), Grantor and Guarantor under the Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Party and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Subsidiary Party, Grantor and Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Guarantor thereunder are true and correct on and as of the date

hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Collateral Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Collateral Agreement) of the New Subsidiary. Each reference to a "Guarantor" or "Grantor" in the Collateral Agreement shall be deemed to include the New Subsidiary. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Administrative Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Subsidiary, (b) set forth on Schedule II attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary, (c) set forth on Schedule III attached hereto is a true and correct schedule of all Intellectual Property of the New Subsidiary and (d) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. 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 Collateral 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

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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 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Administrative 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 Administrative Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Administrative Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY],

by

_____

Name:
Title:

Legal Name:
Jurisdiction of Formation:
Location of Chief Executive office:

JPMORGAN CHASE BANK, N.A.,
AS ADMINISTRATIVE AGENT

by

_____

Name:
Title:

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Schedule I
to the Supplement No __ to the
Guarantee and
Collateral Agreement

LOCATION OF COLLATERAL

Description	Location

[[NYCORP:2571911v5:lkelly:01/29/06--01:39 p]]

Schedule II
to the Supplement No __ to the
Guarantee and
Collateral Agreement

PLEDGED SECURITIES

Equity Interests

Issuer	Number of Certificate	Registered Owner	Number and Class of Equity Interests	Percentage of Equity Interests

Debt Securities

Issuer	Principal Amount	Date of Note	Maturity Date

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Schedule III
to the Supplement No __ to the
Guarantee and
Collateral Agreement

INTELLECTUAL PROPERTY

Exhibit II to the
Guarantee and
Collateral Agreement

FORM OF PERFECTION CERTIFICATE

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Exhibit I to the
Guarantee and
Collateral Agreement

SUPPLEMENT NO. __ dated as of [ ], to the Guarantee and Collateral Agreement (the *"Collateral Agreement")* dated as of January 30, 2006, among American Media Operations, Inc., a Delaware corporation (the "*Borrower*"), American Media, Inc., a Delaware corporation ("*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "*Grantors*") and JPMorgan Chase Bank, N.A., a New York banking corporation ("*JPMCB*"), as Administrative Agent (in such capacity, the "*Administrative Agent*").

A. Reference is made to the Credit Agreement dated as of January 30, 2006 (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 and, JPMCB, as Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.14 of Collateral Agreement provides that additional Subsidiaries of the Borrower may become Subsidiary Parties under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Subsidiary*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.14 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Party (and accordingly, becomes a Guarantor and a Grantor), Grantor and Guarantor under the Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Party and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Subsidiary Party, Grantor and Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Guarantor thereunder are true and correct on and as of the date

hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Collateral Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Collateral Agreement) of the New Subsidiary. Each reference to a "Guarantor" or "Grantor" in the Collateral Agreement shall be deemed to include the New Subsidiary. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Administrative Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Subsidiary, (b) set forth on Schedule II attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary, (c) set forth on Schedule III attached hereto is a true and correct schedule of all Intellectual Property of the New Subsidiary and (d) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. 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 Collateral 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

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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 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Administrative 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 Administrative Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Administrative Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY],

by

_____

Name:
Title:

Legal Name:
Jurisdiction of Formation:
Location of Chief Executive office:

JPMORGAN CHASE BANK, N.A.,
AS ADMINISTRATIVE AGENT

by

_____

Name:
Title:

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Schedule I
to the Supplement No __ to the
Guarantee and
Collateral Agreement

LOCATION OF COLLATERAL

Description	Location

[[NYCORP:2571911v5:lkelly:01/29/06--01:39 p]]

Schedule II
to the Supplement No __ to the
Guarantee and
Collateral Agreement

PLEDGED SECURITIES

Equity Interests

Issuer	Number of Certificate	Registered Owner	Number and Class of Equity Interests	Percentage of Equity Interests

Debt Securities

Issuer	Principal Amount	Date of Note	Maturity Date

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Schedule III
to the Supplement No __ to the
Guarantee and
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INTELLECTUAL PROPERTY

Exhibit II to the
Guarantee and
Collateral Agreement

FORM OF PERFECTION CERTIFICATE

TRADEMARKS

Trademark	Application Number	Registration Number	Status	Country	File Date	Registration Date	Int'l Class	Owner
BAT BOY	75055141	2075247	Registered	USA	08-Feb-1996	01-Jul-1997	16	American Media Operations Inc.
BECKY DUCK	78174097	2912652	Registered	USA	14-Oct-2002	21-Dec-2004	28	American Media Operations Inc.
BIGFOOT	74538538	1892819	Renewed	USA	16-Jun-1994	02-May-1995	16	American Media Operations Inc.
BIGFOOT	78439163	2997627	Registered	USA	22-Jun-2004	20-Sep-2005	16	American Media Operations Inc.
BIKINI BODY	78598326		Pending	USA	30-Mar-2005		09, 16, 41	American Media Operations Inc.
BOUGHT TO BE READ	78109007	2691035	Registered	USA	15-Feb-2002	25-Feb-2003	16	American Media Operations Inc.
BUCKY DUCK	78174110	2867869	Registered	USA	14-Oct-2002	27-Jul-2004	20, 25, 28	American Media Operations Inc.
CELEBRITY LIVING WEEKLY	78528911		Opposed	USA	08-Dec-2004		16, 41	American Media Operations Inc.
CELEBRITY LIVING WEEKLY	78537709		Opposed	USA	23-Dec-2004		16, 41	American Media Operations Inc.
CHINESE CHARACTERS TRANSLATING AS HEALTH, STRENGTH, BEAUTY	2000152352		Pending	China (Peoples Republic)	30-Sep-2000		16	American Media Operations Inc.
COUNTRY WEEKLY	75701053	2372499	Registered	USA	07-May-1999	01-Aug-2000	16	American Media Operations Inc.
COUNTRY WEEKLY	75116052	2489717	Registered	USA	07-Jun-1996	18-Sep-2001	42	American Media Operations Inc.
DESIGN (OF A STAR WITHIN A DARK SQUARE)	73217522	1230662	Renewed	USA	29-May-1979	08-Mar-1983	16	American Media Operations Inc.
ENQUIRING MINDS WANT TO KNOW	74702771	2025072	Registered	USA	17-Jul-1995	24-Dec-1996	16	American Media Operations Inc.
ENQUIRING MINDS WANT TO KNOW	75244829	2140706	Registered	USA	20-Feb-1997	03-Mar-1998	42	American Media Operations Inc.
FIT FOR LIFE RESPONSE PAK	75747442	2493865	Registered	USA	02-Jul-1999	02-Oct-2001	35	American Media Operations Inc.
FIT PREGNANCY	2166720	1.781.533	Registered	Argentina	31-Jul-1998	22-Mar-2000	16	American Media Operations Inc.
FIT PREGNANCY	2166721	1.781.532	Registered	Argentina	31-Jul-1998	22-Mar-2000	42	American Media Operations Inc.
FIT PREGNANCY	792057	792057	Registered	Australia	26-Apr-1999	26-Apr-1999	09, 16, 25, 41	American Media Operations Inc.
FIT PREGNANCY	AM 7040/97		Pending	Austria	15-Dec-1997		16, 25, 42	American Media Operations Inc.
FIT PREGNANCY	820952400		Pending	Brazil	30-Sep-1998		16	American Media Operations Inc.

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FIT PREGNANCY	820952540		Pending	Brazil	30-Sep-1998		42	American Media Operations Inc.
FIT PREGNANCY	1033364	TMA549,429	Registered	Canada	25-Oct-1999	07-Aug-2001	16	American Media Operations Inc.
FIT PREGNANCY	2000191929	1760899	Registered	China (Peoples Republic)	08-Dec-2000	07-May-2002	16	American Media Operations Inc.
FIT PREGNANCY	128399	235.364	Registered	Czech Republic	12-Dec-1997	27-Aug-2001	16, 25, 41, 42	American Media Operations Inc.
FIT PREGNANCY	98727680	98727680	Registered	France	10-Apr-1998	10-Apr-1998	16, 25, 42	American Media Operations Inc.
FIT PREGNANCY	397 59 188.8	397 59 188	Registered	Germany	10-Dec-1997	24-Apr-1998	16, 25, 42	American Media Operations Inc.
FIT PREGNANCY	135.483	135483	Registered	Greece	17-Dec-1997	17-Aug-1999	16	American Media Operations Inc.
FIT PREGNANCY	M97 04647	155721	Registered	Hungary	12-Dec-1997	12-Dec-1997	16, 25, 42	American Media Operations Inc.
FIT PREGNANCY	1091/98	207028	Registered	Ireland	25-Mar-1998	25-Mar-1998	16	American Media Operations Inc.
FIT PREGNANCY	TO98C001271	816091	Registered	Italy	16-Apr-1999	30-May-2000	16, 25, 42	American Media Operations Inc.
FIT PREGNANCY	30126/1999	481866	Registered	Korea, Republic of	17-Aug-1999	21-Nov-2000	16	American Media Operations Inc.
FIT PREGNANCY	Z-181150	124910	Registered	Poland	10-Dec-1997	17-Oct-2000	16, 25, 42	American Media Operations Inc.
FIT PREGNANCY	334794	334794	Registered	Portugal	20-Jan-1999	06-Sep-1999	16, 25, 42	American Media Operations Inc.
FIT PREGNANCY	3687-97	190182	Registered	Slovakia	12-Dec-1997	12-Dec-1997	16, 25, 35, 41, 42	American Media Operations Inc.
FIT PREGNANCY	98/13888	1998/13888	Registered	South Africa	06-Aug-1998	06-Aug-1998	16	American Media Operations Inc.
FIT PREGNANCY	90029728	1020821	Registered	Taiwan	19-Jul-2001	01-Nov-2002	16	American Media Operations Inc.
FIT PREGNANCY	1999/022589	1999/22589	Registered	Turkey	23-Dec-1999	23-Dec-1999	16, 35, 42	American Media Operations Inc.
FIT PREGNANCY	74620491	1994180	Registered	USA	12-Jan-1995	13-Aug-1996	16	American Media Operations Inc.
FIT PREGNANCY	75230627	2188470	Registered	USA	24-Jan-1997	08-Sep-1998	42	American Media Operations Inc.
FIT PREGNANCY - EXCLUSIVE RIGHT TO USE RESERVE	04-2004-121014002100		Pending	Mexico	02-Dec-2004			American Media Operations Inc.
FIT PREGNANCY EN ESPANOL	78460355		Published	USA	02-Aug-2004		16, 41	American Media Operations Inc.
FIT-X	75507768	2553015	Registered	USA	22-Jun-1998	26-Mar-2002	35	American Media Operations Inc.
FLAVOUR	2004/04613		Pending	South Africa	24-Mar-2004		16	American Media Operations Inc.

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FLEX	2360268	2012960	Registered	Argentina	27-Nov-2001	28-Feb-2005	16	American Media Operations Inc.
FLEX	2360269	2.012.960	Registered	Argentina	27-Nov-2001	28-Feb-2005	42	American Media Operations Inc.
FLEX	792055	792055	Registered	Australia	26-Apr-1999	22-Sep-2000	09, 16, 41	American Media Operations Inc.
FLEX	AM 7042/97	174377	Registered	Austria	15-Dec-1997	27-Feb-1998	16, 25, 42	American Media Operations Inc.
FLEX	991466	698930	Registered	Benelux	13-Jun-2001	13-Jun-2001	16, 41, 42	American Media Operations Inc.
FLEX	820952478		Pending	Brazil	30-Sep-1998		16	American Media Operations Inc.
FLEX	820952486		Pending	Brazil	28-Sep-1998		25	American Media Operations Inc.
FLEX	820952494		Pending	Brazil	30-Sep-1998		38	American Media Operations Inc.
FLEX	498543	TMA283,742	Registered	Canada	09-Feb-1983	30-Sep-1983	16	American Media Operations Inc.
FLEX	2000191926	173947	Registered	China (Peoples Republic)	08-Dec-2000	21-Mar-2002	16	American Media Operations Inc.
FLEX	128393	223102	Registered	Czech Republic	12-Dec-1997	23-Mar-2000	16, 25, 41, 42	American Media Operations Inc.
FLEX	98727683	98727683	Registered	France	10-Apr-1998	10-Apr-1998	16, 25, 42	American Media Operations Inc.
FLEX	109 42 82	109 42 82	Registered	Germany	01-Jul-1997	01-Jul-1997	16	American Media Operations Inc.
FLEX	102.829	102.829	Registered	Greece	13-Feb-1991	13-Feb-1991	16	American Media Operations Inc.
FLEX	9801298	13138/1998	Registered	Hong Kong	04-Feb-1998	04-Feb-1998	16	American Media Operations Inc.
FLEX	M97 04651	158629	Registered	Hungary	12-Dec-1997	12-Dec-1997	16, 25, 42	American Media Operations Inc.
FLEX	1391/98	209899	Registered	Ireland	09-Apr-1998	25-Mar-1998	16	American Media Operations Inc.
FLEX	TO98C001272	816092	Registered	Italy	16-Apr-1998	30-May-2000	16, 25, 42	American Media Operations Inc.
FLEX	Z-181146	132212	Registered	Poland	10-Dec-1997	03-Sep-2001	16, 25, 42	American Media Operations Inc.
FLEX	334790	334790	Registered	Portugal	20-Jan-1999	25-May-2001	16, 25, 42	American Media Operations Inc.
FLEX	M 2000 03997	47906	Registered	Romania	26-Sep-2000	25-May-2001		American Media Operations Inc.
FLEX	97716899	204044	Registered	Russian Federation	06-Nov-1997	27-Jul-2001	16	American Media Operations Inc.
FLEX	3683-97	191412	Registered	Slovakia	12-Dec-1997	12-Dec-1997	16, 25, 35, 41, 42	American Media Operations Inc.

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FLEX	2316875		Pending	Spain	28-Sep-2000		16	American Media Operations Inc.
FLEX	9914/1997	453540	Registered	Switzerland	10-Dec-1997	31-Jul-1998	16, 42	American Media Operations Inc.
FLEX	86057796	872046	Registered	Taiwan	11-Nov-1997	16-Oct-1999	16	American Media Operations Inc.
FLEX	1999/022590	1999/022590	Registered	Turkey	23-Dec-1999	23-Dec-1999	16, 35, 42	American Media Operations Inc.
FLEX	97113488/T	24787	Registered	Ukraine	02-Nov-1997	15-May-2002	16, 25	American Media Operations Inc.
FLEX	1245417	1245417	Registered	United Kingdom	04-Jul-1985	04-Jul-1985	16	American Media Operations Inc.
FLEX	73473476	1340659	Registered	USA	02-Apr-1984	11-Jun-1985	16	American Media Operations Inc.
FLEX	75231063	2186743	Registered	USA	24-Jan-1997	01-Sep-1998	42	American Media Operations Inc.
FLEX	1988-002818	P-191672	Registered	Venezuela	31-Oct-1996	31-Oct-1996	16	American Media Operations Inc.
FLEX - BATTLE OF THE BICEPS	76272579	2673088	Registered	USA	15-Jun-2001	07-Jan-2003	41	American Media Operations Inc.
FLEX MAGAZINE	76394756		Published	USA	08-Apr-2002		09, 16	American Media Operations Inc.
FLEXY	76446341	2740080	Registered	USA	03-Sep-2002	22-Jul-2003	41	American Media Operations Inc.
GLOBE	74060376	1639082	Registered	USA	12-Mar-1990	26-Mar-1991	16	American Media Operations Inc.
GLOBE	78405037	2997451	Registered	USA	20-Apr-2004	20-Sep-2005	41	American Media Operations Inc.
H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	75492541	2433879	Registered	USA	23-May-1998	06-Mar-2001	16	American Media Operations Inc.
HARD BODY RESPONSE PAK	75747439	2465029	Registered	USA	02-Jul-1999	03-Jul-2001	35	American Media Operations Inc.
HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	75209144	2285899	Registered	USA	06-Dec-1996	12-Oct-1999	16	American Media Operations Inc.
HERS	75827278	2472316	Registered	USA	21-Oct-1999	24-Jul-2001	16	American Media Operations Inc.
IN SHAPE FOR LIFE	503581	TMA297209	Registered	Canada	16-May-1983	16-Nov-1984	16	American Media Operations Inc.
INTERNATIONAL ASTROLOGICAL SOCIETY	74731935	2013496	Registered	USA	18-Sep-1995	05-Nov-1996	16	American Media Operations Inc.
ISHAPE	78131924	2780767	Registered	USA	29-May-2002	04-Nov-2003	41, 44	American Media Operations Inc.
JOE WEIDER FLEX	25177C/89	572985	Registered	Italy	20-Oct-1989	11-Aug-1992	16	American Media Operations Inc.

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JOE WEIDER FLEX		20258	Registered	Peru		13-Oct-1995	16	American Media Operations Inc.
JOE WEIDER FLEX MEGAFITNESS		1.977.498	Registered	Spain	19-Jul-1995	05-Feb-1996	16	American Media Operations Inc.
JOE WEIDER'S BATTLE OF THE BICEPS	76272577	2675579	Registered	USA	15-Jun-2001	14-Jan-2003	41	American Media Operations Inc.
JOE WEIDER'S BATTLE OF THE BICEPS	76976154	2823993	Registered	USA	15-Jun-2001	16-Mar-2004	25	American Media Operations Inc.
JOE WEIDER'S LIVING FIT	9910/1997	465361	Registered	Switzerland	20-Sep-1999	29-Sep-1999	16, 25, 42	American Media Operations Inc.
JOE WEIDER'S MEN'S FITNESS	891788	891788	Registered	Australia	11-Oct-2001	11-Oct-2001	09, 16, 41	American Media Operations Inc.
JOE WEIDER'S MEN'S FITNESS	39922588.9/09	399 22 588	Registered	Germany	20-Apr-1999	17-May-1999	09, 16, 42	American Media Operations Inc.
JOE WEIDER'S MEN'S FITNESS	9801300	04322/2002	Registered	Hong Kong	04-Feb-1998	22-Mar-2002	16	American Media Operations Inc.
JOE WEIDER'S MEN'S FITNESS	9912/1997	465362	Registered	Switzerland	20-Sep-1999	29-Sep-1999	16, 25, 42	American Media Operations Inc.
JOE WEIDER'S MUSCLE & FITNESS	39922589.71	399 22 589	Registered	Germany	20-Apr-1999	17-May-1999	09, 16, 42	American Media Operations Inc.
JOE WEIDER'S MUSCLE & FITNESS	9801297	13081 of 2002	Registered	Hong Kong	04-Feb-1998	09-Oct-2002	16	American Media Operations Inc.
JOE WEIDER'S MUSCLE & FITNESS	25199/89	574608	Registered	Italy	23-Oct-1989	25-Sep-1992	16	American Media Operations Inc.
JOE WEIDER'S NATURAL HEALTH	1153266		Pending	Canada	19-Sep-2002		16	American Media Operations Inc.
JOE WEIDER'S NATURAL HEALTH	1658962	1658962	Registered	European Community	16-May-2000	10-Jul-2001	09, 16, 42	American Media Operations Inc.
JOE WEIDER'S NATURAL HEALTH	99710552	200937	Registered	Russian Federation	08-Jul-1999	29-Mar-2001	16	American Media Operations Inc.
JOE WEIDER'S PRIME HEALTH & FITNESS	39922590.0/09	399 22 590	Registered	Germany	20-Apr-1999	17-May-1999	09, 16, 42	American Media Operations Inc.
JOE WEIDER'S PRIME HEALTH & FITNESS	9907/1997	465359	Registered	Switzerland	20-Sep-1999	29-Sep-1999	16, 25, 42	American Media Operations Inc.
JOE WEIDER'S SHAPE	25178C/89	572986	Registered	Italy	11-Aug-1992	11-Aug-1992	16	American Media Operations Inc.
JOE WEIDER'S SHAPE	97711027	207152	Registered	Russian Federation	02-Aug-1999	13-Dec-2001	16	American Media Operations Inc.
JOE WEIDER'S SHAPE AND DESIGN	240237	352037	Registered	Mexico	22-Jul-1986	30-Aug-1988	16	American Media Operations Inc.
JOE WEIDER'S SHAPE, DESIGN	398 24 853	398 24 853	Registered	Germany	05-May-1998	05-Nov-2001	16, 42	American Media Operations Inc.
JUMP	334798	334798	Registered	Portugal	20-Jan-1999	11-Mar-1999		American Media Operations Inc.
LIVING FIT	2166718	1814769	Registered	Argentina	31-Jul-1998	29-Dec-2000	16	American Media Operations Inc.

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LIVING FIT	820952370		Pending	Brazil	30-Sep-1998		16	American Media Operations Inc.
LIVING FIT	820952397		Pending	Brazil	30-Sep-1998			American Media Operations Inc.
LIVING FIT	98727678	98727678	Registered	France	10-Apr-1998	10-Apr-1998	16, 25, 42	American Media Operations Inc.
LIVING FIT	397 59 185.3	397 59 185	Registered	Germany	10-Dec-1997	22-Apr-1998	16, 25, 42	American Media Operations Inc.
LIVING FIT	M97 04643	158630	Registered	Hungary	12-Dec-1997	12-Dec-1997	16, 25, 42	American Media Operations Inc.
LIVING FIT	1090/98	207027	Registered	Ireland	25-Mar-1998	25-May-1998	16	American Media Operations Inc.
LIVING FIT	TO98C001273	816093	Registered	Italy	16-Apr-1998	30-May-2000	16, 25, 42	American Media Operations Inc.
LIVING FIT	30125/1999	481865	Registered	Korea, Republic of	17-Aug-1999	21-Nov-2000	16	American Media Operations Inc.
LIVING FIT	Z-181148	124901	Registered	Poland	10-Dec-1997	17-Oct-2000	16, 25, 42	American Media Operations Inc.
LIVING FIT	334793	334793	Registered	Portugal	20-Jan-1999	06-Sep-1999	16, 25, 42	American Media Operations Inc.
LIVING FIT	3684-97	191413	Registered	Slovakia	12-Dec-1997	12-Dec-1997	16, 25, 35, 41, 42	American Media Operations Inc.
LIVING FIT	98/13889	1998/13889	Registered	South Africa	06-Aug-1998	06-Aug-1998	16	American Media Operations Inc.
LIVING FIT	2158350	2158350	Registered	United Kingdom	16-Feb-1998	16-Feb-1998	16	American Media Operations Inc.
LIVING FIT	78470947	3001890	Registered	USA	20-Aug-2004	27-Sep-2005	16	American Media Operations Inc.
MAKE ONE CHANGE	78485993		Published	USA	20-Sep-2004		16	American Media Operations Inc.
MEMORIES	78562921		Pending	USA	08-Feb-2005		16	American Media Operations Inc.
MEN'S FITNESS	2166722	1.781.531	Registered	Argentina	31-Jul-1998	22-Mar-2000	16	American Media Operations Inc.
MEN'S FITNESS	2166724	1.785.764	Registered	Argentina	31-Jul-1998	03-Apr-2000	42	American Media Operations Inc.
MEN'S FITNESS	AM7035/97		Pending	Austria	15-Dec-1997		16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	820952567		Pending	Brazil	30-Sep-1998		25	American Media Operations Inc.
MEN'S FITNESS	820952575		Pending	Brazil	30-Sep-1998		42	American Media Operations Inc.
MEN'S FITNESS	588232	TMA360,378	Registered	Canada	20-Jul-1987	15-Sep-1989	16	American Media Operations Inc.
MEN'S FITNESS	470.341	573.527	Registered	Chile	16-Dec-1999	07-Aug-2000	42	American Media Operations Inc.

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MEN'S FITNESS	470.34	573.526	Registered	Chile	16-Dec-1999	07-Aug-2000	16	American Media Operations Inc.
MEN'S FITNESS	470.339	573.529	Registered	Chile	16-Dec-1999	07-Aug-2000	09	American Media Operations Inc.
MEN'S FITNESS	2000191928	1760900	Registered	China (Peoples Republic)	08-Dec-2000	07-May-2002	16	American Media Operations Inc.
MEN'S FITNESS	99078053	239012	Registered	Colombia	14-Dec-1999	24-Jul-2001		American Media Operations Inc.
MEN'S FITNESS	99078053	239013	Registered	Colombia	14-Dec-1999	24-Jul-2001	16	American Media Operations Inc.
MEN'S FITNESS	99078051	239014	Registered	Colombia	14-Dec-1999	24-Jul-2001	25	American Media Operations Inc.
MEN'S FITNESS	99078049	239016	Registered	Colombia	14-Dec-1999	24-Jul-2001	42	American Media Operations Inc.
MEN'S FITNESS	128395	235.363	Registered	Czech Republic	12-Dec-1997	27-Aug-2001	16, 25, 41, 42	American Media Operations Inc.
MEN'S FITNESS	98727682	98727682	Registered	France	10-Apr-1998	10-Apr-1998	16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	135450	135450	Registered	Greece	16-Dec-1997	16-Dec-1997	16	American Media Operations Inc.
MEN'S FITNESS	M97 04649	155728	Registered	Hungary	12-Dec-1997	12-Dec-1997	16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	1092/98-212645	212645	Registered	Ireland	25-Mar-1998	25-Mar-1998	16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	TO98C001278	816098	Registered	Italy	16-Apr-1998	30-May-2000	16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	4972/1998	438278	Registered	Korea, Republic of	24-Feb-1998	18-Jan-1999	16	American Media Operations Inc.
MEN'S FITNESS	405003	642258	Registered	Mexico		03-Jan-2000	16	American Media Operations Inc.
MEN'S FITNESS	686531		Pending	Mexico	08-Nov-2004		16	American Media Operations Inc.
MEN'S FITNESS	Z-181141	127971	Registered	Poland	10-Dec-1997	20-Feb-2001	16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	334795	334795	Registered	Portugal	20-Jan-1999	06-Sep-1999	16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	2001704369	233844	Registered	Russian Federation	15-Feb-2001	28-Dec-2002	16, 25, 42	American Media Operations Inc.
MEN'S FITNESS	3685-97	190180	Registered	Slovakia	12-Dec-1997	12-Dec-1997	16, 25, 35, 41, 42	American Media Operations Inc.
MEN'S FITNESS	98/13885	1998/13885	Registered	South Africa	06-Aug-1998	06-Aug-1998	16	American Media Operations Inc.
MEN'S FITNESS	98/13886	1998/13886	Registered	South Africa	06-Aug-1998	06-Aug-1998	25	American Media Operations Inc.
MEN'S FITNESS	98/13887	1998/13887	Registered	South Africa	06-Aug-1998	06-Aug-1998	42	American Media Operations Inc.

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MEN'S FITNESS	86057798	840552	Registered	Taiwan	11-Nov-1997	16-Feb-1999	16	American Media Operations Inc.
MEN'S FITNESS	2158359	2158359	Registered	United Kingdom	16-Feb-1998	16-Feb-1998	16	American Media Operations Inc.
MEN'S FITNESS	74664965	1956592	Registered	USA	24-Apr-1995	13-Feb-1996	16	American Media Operations Inc.
MEN'S FITNESS	73679354	1519426	Registered	USA	19-Aug-1987	03-Jan-1989	16	American Media Operations Inc.
MEN'S FITNESS	75230631	2197109	Registered	USA	24-Jan-1997	20-Oct-1998	42	American Media Operations Inc.
MEN'S FITNESS	21543-1999		Pending	Venezuela	14-Dec-1999		42	American Media Operations Inc.
MEN'S FITNESS	21544-1999	P-224.937	Pending	Venezuela	14-Dec-1999		16	American Media Operations Inc.
MEN'S FITNESS	21545-1999	P-224.938	Pending	Venezuela	14-Dec-1999		25	American Media Operations Inc.
MEN'S FITNESS	21544-1999	P-224.936	Pending	Venezuela	14-Dec-1999		09	American Media Operations Inc.
MEN'S FITNESS - EXCLUSIVE RIGHT TO USE RESERVATION	04-2004-121013591500		Pending	Mexico	02-Dec-2004			American Media Operations Inc.
MEN'S FITNESS' FITTEST CITIES	78240004		Published	USA	21-Apr-2003		16, 41	American Media Operations Inc.
MEN'S FITNESS' FITTEST CITIES	78975557		Published	USA	21-Apr-2003		25	American Media Operations Inc.
MIDNIGHT HOROSCOPE	75797300	2379440	Registered	USA	13-Sep-1999	22-Aug-2000	16	American Media Operations Inc.
MINI MAG	74730349	2042896	Registered	USA	18-Sep-1995	11-Mar-1997	16	American Media Operations Inc.
MM MICRO MAGS	75169313	2241439	Registered	USA	20-Sep-1996	27-Apr-1999	16	American Media Operations Inc.
MOM & BABY	78552695		Pending	USA	24-Jan-2005		16, 41	American Media Operations Inc.
MPH MAXIMUM PERFORMANCE + HORSEPOWER	78452082		Published	USA	16-Jul-2004		16	American Media Operations Inc.
MPH MAXIMUM PERFORMANCE + HORSEPOWER	78779628		Pending	USA	22-Dec-2005		16	American Media Operations Inc.
MUSCLE & FITNESS	2166708	1.884.782	Registered	Argentina	31-Jul-1998	12-Sep-2002	16	American Media Operations Inc.
MUSCLE & FITNESS	2166709	1.781.537	Registered	Argentina	31-Jul-1998	22-Mar-2000	25	American Media Operations Inc.
MUSCLE & FITNESS	2166710	1.781.536	Registered	Argentina	31-Jul-1998	22-Mar-2000	42	American Media Operations Inc.
MUSCLE & FITNESS	792054	792054	Registered	Australia	26-Apr-1999	26-Apr-1999	09, 16, 25, 41	American Media Operations Inc.

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MUSCLE & FITNESS	991465	704561	Registered	Benelux	13-Jun-2001	13-Jun-2001	16, 42	American Media Operations Inc.
MUSCLE & FITNESS	820952346		Pending	Brazil	30-Sep-1998		16	American Media Operations Inc.
MUSCLE & FITNESS	820952451		Pending	Brazil	30-Sep-1998		25	American Media Operations Inc.
MUSCLE & FITNESS	820952460		Pending	Brazil	30-Sep-1998		42	American Media Operations Inc.
MUSCLE & FITNESS		TMA254,376	Registered	Canada		02-Jan-1981	16	American Media Operations Inc.
MUSCLE & FITNESS	2000152351	1811401	Registered	China (Peoples Republic)	30-Sep-2000	21-Jul-2002	16	American Media Operations Inc.
MUSCLE & FITNESS	128392	230564	Registered	Czech Republic	12-Dec-1997	21-Feb-2001	16, 25, 41, 42	American Media Operations Inc.
MUSCLE & FITNESS	98/727677	98/727677	Registered	France	10-Apr-1998	10-Apr-1998	16, 25, 42	American Media Operations Inc.
MUSCLE & FITNESS	98.74	98.74	Registered	Greece	01-Feb-1988	01-Feb-1988	16	American Media Operations Inc.
MUSCLE & FITNESS	135.481	135481	Registered	Greece	17-Dec-1997	19-Sep-2000	16	American Media Operations Inc.
MUSCLE & FITNESS	M9704652	155720	Registered	Hungary	12-Dec-1997	12-Dec-1997	16, 25, 42	American Media Operations Inc.
MUSCLE & FITNESS	1088/98	212644	Registered	Ireland	25-Mar-1998	25-Mar-1998	16, 25, 42	American Media Operations Inc.
MUSCLE & FITNESS	T098C001269	816089	Registered	Italy	16-Apr-1998	30-May-2000	16, 25, 42	American Media Operations Inc.
MUSCLE & FITNESS	4970/1988	438280	Registered	Korea, Republic of	24-Feb-1998	18-Jan-1999	16	American Media Operations Inc.
MUSCLE & FITNESS		17057	Registered	Peru		30-Jun-1995	16	American Media Operations Inc.
MUSCLE & FITNESS	Z-220041	153371	Registered	Poland	16-Jun-2000	16-Jun-2000	16, 25, 41	American Media Operations Inc.
MUSCLE & FITNESS	334800	334800	Registered	Portugal	20-Jan-1999	06-Sep-1999	16, 25, 42	American Media Operations Inc.
MUSCLE & FITNESS	M2001/03414	47225	Registered	Romania	16-Jul-2001	16-Jul-2001	16	American Media Operations Inc.
MUSCLE & FITNESS	97716898	181994	Registered	Russian Federation	06-Nov-1997	23-Nov-1999	16, 25	American Media Operations Inc.
MUSCLE & FITNESS	3677-97	190177	Registered	Slovakia	12-Dec-1997	12-Dec-1997	16, 25, 35, 41, 42	American Media Operations Inc.
MUSCLE & FITNESS	9813895	1998/13895	Registered	South Africa	06-Aug-1998	06-Aug-1998	16	American Media Operations Inc.
MUSCLE & FITNESS	98/13896	1998/13896	Registered	South Africa	06-Aug-1998	06-Aug-1998	25	American Media Operations Inc.
MUSCLE & FITNESS	98/13897	1998/13897	Registered	South Africa	06-Aug-1998	06-Aug-1998	42	American Media Operations Inc.

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MUSCLE & FITNESS		1218253	Registered	Spain		05-Jan-1989	16	American Media Operations Inc.
MUSCLE & FITNESS	06193/1997	453191	Registered	Switzerland	30-Jul-1997	30-Jul-1997	16	American Media Operations Inc.
MUSCLE & FITNESS	86057795	851779	Registered	Taiwan	11-Nov-1997	16-May-1999	16	American Media Operations Inc.
MUSCLE & FITNESS	1999/22592	1999/022592	Registered	Turkey	23-Dec-1999	23-Dec-1999	16, 42	American Media Operations Inc.
MUSCLE & FITNESS	97113487/T	19533	Registered	Ukraine	04-Nov-1997	15-May-2001	16, 25	American Media Operations Inc.
MUSCLE & FITNESS	2158361	2158361	Registered	United Kingdom	16-Feb-1998	16-Feb-1998	16, 25	American Media Operations Inc.
MUSCLE & FITNESS	76379152	2692744	Registered	USA	22-Feb-2002	04-Mar-2003	16	American Media Operations Inc.
MUSCLE & FITNESS	75231064	2254062	Registered	USA	24-Jan-1997	15-Jun-1999	42	American Media Operations Inc.
MUSCLE & FITNESS	76381534	2872215	Registered	USA	01-Mar-2002	10-Aug-2004	18, 25	American Media Operations Inc.
MUSCLE & FITNESS	76381535	2787273	Registered	USA	01-Mar-2002	25-Nov-2003	28	American Media Operations Inc.
MUSCLE & FITNESS	76461984	2775097	Registered	USA	28-Oct-2002	21-Oct-2003	35	American Media Operations Inc.
MUSCLE & FITNESS	76381533	2856392	Registered	USA	01-Mar-2002	22-Jun-2004	41	American Media Operations Inc.
MUSCLE & FITNESS	76379510	2842210	Registered	USA	22-Feb-2002	18-May-2004	41	American Media Operations Inc.
MUSCLE & FITNESS	76379150	3009086	Registered	USA	22-Feb-2002	25-Oct-2005	09, 16	American Media Operations Inc.
MUSCLE & FITNESS	78438598		Pending	USA	21-Jun-2004		05	American Media Operations Inc.
MUSCLE & FITNESS	2822/92	146.533-F	Registered	Venezuela		09-Apr-1992	16	American Media Operations Inc.
MUSCLE & FITNESS	2808/92	146.523-F	Registered	Venezuela		09-Apr-1992		American Media Operations Inc.
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76975437	2733309	Registered	USA	15-Jun-2001	01-Jul-2003	25	American Media Operations Inc.
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76272581	2673089	Registered	USA	15-Jun-2001	07-Jan-2003	41	American Media Operations Inc.
MUSCLE & FITNESS (STYLIZED)	76379509	2686042	Registered	USA	22-Feb-2002	11-Feb-2003	16	American Media Operations Inc.
MUSCLE & FITNESS (STYLIZED)	76379508	2842209	Registered	USA	22-Feb-2002	18-May-2004	41	American Media Operations Inc.
MUSCLE & FITNESS HERS	1153465		Pending	Canada	19-Sep-2002		09, 16, 44	American Media Operations Inc.
MUSCLE & FITNESS HERS	2905552	2905552	Registered	European Community	20-Sep-2002	08-May-2004	09, 16, 25, 41, 44	American Media Operations Inc.

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MUSCLE & FITNESS HERS	76379154	2708922	Registered	USA	22-Feb-2002	22-Apr-2003	16	American Media Operations Inc.
MUSCLE & FITNESS HERS	76379156	2842208	Registered	USA	22-Feb-2002	18-May-2004	41	American Media Operations Inc.
MUSCLE & FITNESS HERS (STYLIZED)	76379155	2708923	Registered	USA	22-Feb-2002	22-Apr-2003	16	American Media Operations Inc.
MUSCLE & FITNESS HERS (STYLIZED)	76379718		Published	USA	22-Feb-2002		09, 16	American Media Operations Inc.
MUSCLE & FITNESS' MS. MUSCLE BEACH	78235811		Pending	USA	09-Apr-2003		09, 16, 25, 41	American Media Operations Inc.
MUSCLE BUILDER	435477	TMA244,871	Registered	Canada	08-Feb-1979	16-May-1980		American Media Operations Inc.
NATIONAL ENQUIRER	1707186	1921806	Registered	Argentina	10-Oct-1989	29-Jan-1993	16	American Media Operations Inc.
NATIONAL ENQUIRER	520917	520917	Registered	Australia	11-Oct-1989	13-Feb-1992	16	American Media Operations Inc.
NATIONAL ENQUIRER	278693	278693	Registered	Australia	27-May-1974	27-May-1974	16	American Media Operations Inc.
NATIONAL ENQUIRER	68439	469954	Registered	Benelux	06-Oct-1989	06-Oct-1989	16	American Media Operations Inc.
NATIONAL ENQUIRER	815378939	815378939	Registered	Brazil	23-Feb-1990	07-Apr-1992	11	American Media Operations Inc.
NATIONAL ENQUIRER	815378947	815378947	Registered	Brazil	23-Feb-1990	07-Apr-1992	16	American Media Operations Inc.
NATIONAL ENQUIRER	375523	TMA207409	Registered	Canada	24-May-1974	30-May-1975	01	American Media Operations Inc.
NATIONAL ENQUIRER	387281	508997	Registered	Chile	14-Aug-1997	01-Apr-1998	16	American Media Operations Inc.
NATIONAL ENQUIRER	97032491	208780	Registered	Colombia	12-Jun-1997	29-May-1998	16	American Media Operations Inc.
NATIONAL ENQUIRER	756789	9541991	Registered	Denmark	11-Oct-1989	08-Feb-1991	16	American Media Operations Inc.
NATIONAL ENQUIRER	505189	123615	Registered	Finland	05-Oct-1989	21-Dec-1992	16	American Media Operations Inc.
NATIONAL ENQUIRER	160429	1554876	Registered	France	11-Oct-1989	11-Oct-1989	16	American Media Operations Inc.
NATIONAL ENQUIRER	G3730916WZ	1157864	Registered	Germany	05-Oct-1989	05-Oct-1989	16	American Media Operations Inc.
NATIONAL ENQUIRER	25442C89	885385	Registered	Italy	31-Oct-1989	12-Aug-1992	16	American Media Operations Inc.
NATIONAL ENQUIRER	1126152	2444572	Registered	Japan	06-Nov-1989	31-Aug-1992	16	American Media Operations Inc.
NATIONAL ENQUIRER	5103677	3256757	Registered	Japan	13-Oct-1993	24-Feb-1997	16	American Media Operations Inc.
NATIONAL ENQUIRER	73667	476407	Registered	Mexico	13-Oct-1989	10-Oct-1994	38	American Media Operations Inc.

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NATIONAL ENQUIRER	196565	B196565	Registered	New Zealand	04-Oct-1989	14-Feb-1994	16	American Media Operations Inc.
NATIONAL ENQUIRER	894858	145298	Registered	Norway	04-Oct-1989	30-May-1991	16	American Media Operations Inc.
NATIONAL ENQUIRER	259371	259371	Registered	Portugal	25-Oct-1989	06-May-1993	16	American Media Operations Inc.
NATIONAL ENQUIRER	1524298	1524298	Registered	Spain	11-Oct-1989	05-Nov-1991	16	American Media Operations Inc.
NATIONAL ENQUIRER	8909439	235198	Registered	Sweden	05-Oct-1989	29-May-1992	16	American Media Operations Inc.
NATIONAL ENQUIRER	1400460	1400460	Registered	United Kingdom	05-Oct-1989	19-Jun-1992	16	American Media Operations Inc.
NATIONAL ENQUIRER	102995	1029995	Registered	United Kingdom	24-May-1974	24-May-1974	16	American Media Operations Inc.
NATIONAL ENQUIRER	72128501	736824	Registered	USA	25-Sep-1961	28-Aug-1962	16	American Media Operations Inc.
NATIONAL ENQUIRER	75116089	2373131	Registered	USA	07-Jun-1996	01-Aug-2000	42	American Media Operations Inc.
NATIONAL ENQUIRER	12222		Pending	Venezuela	13-Jun-1997		16	American Media Operations Inc.
NATIONAL ENQUIRER EN ESPAÑOL	78461839		Published	USA	04-Aug-2004		16, 41	American Media Operations Inc.
NATIONAL ENQUIRER, THE	78640169		Pending	USA	31-May-2005		16	American Media Operations Inc.
NATIONAL EXAMINER	78097907	2625275	Registered	USA	12-Dec-2001	24-Sep-2002	16	American Media Operations Inc.
NATURAL HEALTH	1033690		Pending	Canada	25-Oct-1999			American Media Operations Inc.
NATURAL HEALTH	686533	862873	Registered	Mexico	08-Nov-2004	08-Nov-2004	16	American Media Operations Inc.
NATURAL HEALTH	334797	334797	Registered	Portugal	20-Jan-1999	06-Sep-1999	16, 25, 42	American Media Operations Inc.
NATURAL HEALTH	99700860	196727	Registered	Russian Federation	28-Jan-1999	20-Nov-2000	09, 16, 42	American Media Operations Inc.
NATURAL HEALTH	2004/04614		Pending	South Africa	24-Mar-2004		16	American Media Operations Inc.
NATURAL HEALTH	75424593	2259027	Registered	USA	28-Jan-1998	06-Jul-1999	16	American Media Operations Inc.
NATURAL HEALTH - EXCLUSIVE RIGHT TO USE	04-2004-121013594000		Pending	Mexico	02-Dec-2004		16	American Media Operations Inc.
OPTIMIZE	76363112	2720758	Registered	USA	25-Jan-2002	03-Jun-2003	44	American Media Operations Inc.
OPTIMIZE FITNESS SYSTEMS	76358799	2720730	Registered	USA	14-Jan-2002	03-Jun-2003	44	American Media Operations Inc.
PRIME HEALTH & FITNESS	2166725	1.781.530	Registered	Argentina	31-Jul-1998	22-Mar-2000	16	American Media Operations Inc.

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PRIME HEALTH & FITNESS	2166726	1.781.529	Registered	Argentina	31-Jul-1998	22-Mar-2000	42	American Media Operations Inc.
PRIME HEALTH & FITNESS	820952427		Pending	Brazil	30-Sep-1998		16	American Media Operations Inc.
PRIME HEALTH & FITNESS	820952435		Pending	Brazil	30-Sep-1998		25	American Media Operations Inc.
PRIME HEALTH & FITNESS	820952443		Pending	Brazil	30-Sep-1998		42	American Media Operations Inc.
PRIME HEALTH & FITNESS	98727676	98727676	Registered	France	10-Apr-1998	10-Apr-1998	16, 25, 42	American Media Operations Inc.
PRIME HEALTH & FITNESS	135.479	135.479	Registered	Greece	17-Dec-1997	17-Aug-1999	16	American Media Operations Inc.
PRIME HEALTH & FITNESS	M9704646	155722	Registered	Hungary	12-Dec-1997	18-Feb-1999	16, 25, 42	American Media Operations Inc.
PRIME HEALTH & FITNESS	109398	208029	Registered	Ireland	25-Mar-1998	25-Mar-1998	16	American Media Operations Inc.
PRIME HEALTH & FITNESS	TO98C001279	816099	Registered	Italy	16-Apr-1998	30-May-2000	16, 25, 42	American Media Operations Inc.
PRIME HEALTH & FITNESS	19771988	438276	Registered	Korea, Republic of	24-Feb-1998	18-Jan-1999	16	American Media Operations Inc.
PRIME HEALTH & FITNESS	Z181136	124899	Registered	Poland	10-Dec-1997	17-Oct-2000	16, 25, 42	American Media Operations Inc.
PRIME HEALTH & FITNESS	334796	334796	Registered	Portugal	20-Jan-1999	06-Sep-1999	16, 25, 42	American Media Operations Inc.
PRIME HEALTH & FITNESS	368997	190183	Registered	Slovakia	12-Dec-1997	26-Apr-2000	16, 25, 35, 41, 42	American Media Operations Inc.
PRIME HEALTH & FITNESS	9813884	199813884	Registered	South Africa	06-Aug-1998	06-Aug-1998	16	American Media Operations Inc.
QUICK!	78348350	2965061	Registered	USA	06-Jan-2004	05-Jul-2005	16	American Media Operations Inc.
REAL GIRL SIGHTINGS	75425509	2571727	Registered	USA	29-Jan-1998	21-May-2002	41	American Media Operations Inc.
SECRET WORD	75155774	2085900	Registered	USA	26-Aug-1996	05-Aug-1997	16	American Media Operations Inc.
SHAPE	2166714	2166714	Registered	Argentina	31-Jul-1998	14-Dec-2001	25	American Media Operations Inc.
SHAPE	2166713	1781535	Registered	Argentina	31-Jul-1998	22-Mar-2000	16	American Media Operations Inc.
SHAPE	AM703897	179026	Registered	Australia	15-Dec-1997	17-Nov-1998	16, 25, 42	American Media Operations Inc.
SHAPE	AM703897	179026	Registered	Austria	15-Dec-1997	17-Nov-1998	16, 25, 42	American Media Operations Inc.
SHAPE	AM196195	158574	Registered	Austria	06-Apr-1995	31-Jul-1995	16, 25	American Media Operations Inc.
SHAPE	845701	573055	Registered	Benelux	04-Apr-1995	04-Apr-1995	16, 25	American Media Operations Inc.

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SHAPE	820952508		Pending	Brazil	30-Sep-1998		16	American Media Operations Inc.
SHAPE	820952516		Pending	Brazil	30-Sep-1998		25	American Media Operations Inc.
SHAPE	820952524		Pending	Brazil	30-Sep-1998		42	American Media Operations Inc.
SHAPE	1028146	TMA544976	Registered	Canada	08-Sep-1999	11-May-2001	16	American Media Operations Inc.
SHAPE	2000191927	1725045	Registered	China (Peoples Republic)	08-Dec-2000	07-Mar-2002	16	American Media Operations Inc.
SHAPE	128394	221620	Registered	Czech Republic	12-Dec-1997	27-Dec-1999	16, 25, 41, 42	American Media Operations Inc.
SHAPE	158171	1553311	Registered	France	02-Oct-1989	02-Oct-1989	16	American Media Operations Inc.
SHAPE	98727675	98727675	Registered	France	10-Apr-1998	10-Apr-1998	25, 42	American Media Operations Inc.
SHAPE	39514607	39514607	Registered	Germany	04-Apr-1995	21-Sep-1999	16, 25	American Media Operations Inc.
SHAPE	397 59 182	397 59 182	Registered	Germany	10-Dec-1997	24-Apr-1998	16, 25, 42	American Media Operations Inc.
SHAPE	135473	135473	Registered	Greece	17-Dec-1997	17-Aug-1999	16, 42	American Media Operations Inc.
SHAPE	9801299	2000B01848	Registered	Hong Kong	04-Feb-1998	27-Jan-2000	16	American Media Operations Inc.
SHAPE	M9704650	155725	Registered	Hungary	12-Dec-1997	12-Dec-1997	16, 25, 42	American Media Operations Inc.
SHAPE	139098	208905	Registered	Ireland	09-Apr-1998	09-Apr-1998	16	American Media Operations Inc.
SHAPE	109698	209493	Registered	Ireland	25-Mar-1998	25-Mar-1998	25, 42	American Media Operations Inc.
SHAPE	9800	98000	Registered	Israel	10-Apr-1995	05-Feb-1998	16	American Media Operations Inc.
SHAPE	98001	98001	Registered	Israel	10-Apr-1995	28-Oct-1997	25	American Media Operations Inc.
SHAPE		728064	Registered	Italy		08-Jan-1995	05., 16, 25, 28	American Media Operations Inc.
SHAPE	MI95C007596	729264	Registered	Italy	24-Jul-1995	15-Oct-1997	16, 25	American Media Operations Inc.
SHAPE	19980004971	438279	Registered	Korea, Republic of	24-Feb-1998	18-Jan-1999	16	American Media Operations Inc.
SHAPE	589857	852063	Registered	Mexico	26-Feb-2003	26-Feb-2003	16	American Media Operations Inc.
SHAPE	260604	B260604	Registered	New Zealand	02-Apr-1996	11-Apr-1997	16	American Media Operations Inc.
SHAPE	Z-181145	124900	Registered	Poland	10-Dec-1997	17-Oct-2000	16, 25, 45	American Media Operations Inc.

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SHAPE	334791		Pending	Portugal	20-Jan-1999		41, 42	American Media Operations Inc.
SHAPE	97711028	218097	Registered	Russian Federation	02-Aug-1999	30-Jul-2002	16, 42	American Media Operations Inc.
SHAPE	T04/03358G	T04/03358G	Registered	Singapore	04-Mar-2004	03-Apr-2004	16	American Media Operations Inc.
SHAPE	368697	190181	Registered	Slovakia	12-Dec-1997	12-Dec-1997	16, 25, 35, 41, 42	American Media Operations Inc.
SHAPE	98/13891		Pending	South Africa	06-Aug-1998		16	American Media Operations Inc.
SHAPE	98/13892		Pending	South Africa	06-Aug-1998		25	American Media Operations Inc.
SHAPE	98/13893		Pending	South Africa	06-Aug-1998		42	American Media Operations Inc.
SHAPE	2004/04612		Pending	South Africa	24-Mar-2004		28	American Media Operations Inc.
SHAPE	1086574	1086574	Registered	Spain	22-Nov-1984	07-Oct-1985	16	American Media Operations Inc.
SHAPE	6564/1995.8	P-434256	Registered	Switzerland	06-Apr-1995	06-Apr-1995	16, 25	American Media Operations Inc.
SHAPE	86057797	843858	Registered	Taiwan	11-Nov-1997	16-Mar-1999		American Media Operations Inc.
SHAPE	EE03.0412	EE030412	Registered	Tunisia	14-Mar-2003	14-Mar-2003	09, 16, 25, 42	American Media Operations Inc.
SHAPE	1999/022593	1999/022593	Registered	Turkey	23-Dec-1999	23-Dec-1999	16, 35, 42	American Media Operations Inc.
SHAPE	2158356B		Pending	United Kingdom	16-Feb-1998		25	American Media Operations Inc.
SHAPE	2158356A	2158356A	Registered	United Kingdom	16-Feb-1998	21-Sep-2001	09	American Media Operations Inc.
SHAPE	1217279	B1217279	Registered	United Kingdom	24-Apr-1984	24-Apr-1984	16	American Media Operations Inc.
SHAPE	75230630	2189909	Registered	USA	24-Jan-1997	15-Sep-1998	42	American Media Operations Inc.
SHAPE	73292633	1525562	Registered	USA	12-Jan-1981	21-Feb-1989	16	American Media Operations Inc.
SHAPE	73490231	1495154	Registered	USA	16-Jul-1984	05-Jul-1988	25	American Media Operations Inc.
SHAPE	76363122		Published	USA	25-Jan-2002		25	American Media Operations Inc.
SHAPE - EXCLUSIVE RIGHT TO USE RESERVATION IN MEXICO	04-2003-020716291600		Pending	Mexico	11-Jul-2003			American Media Operations Inc.
SHAPE & MEN'S FITNESS PRESENT BE FIT NOW!	78468527		Published	USA	17-Aug-2004		16, 41	American Media Operations Inc.

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SHAPE & MEN'S FITNESS PRESENT LOOKING GOOD NOW!	78480366	3015450	Registered	USA	08-Sep-2004	15-Nov-2005	16, 41	American Media Operations Inc.
SHAPE (DESIGN)		TMA544977	Registered	Canada		11-May-2001		American Media Operations Inc.
SHAPE (DESIGN)	1028147	TMA544,977	Registered	Canada	08-Sep-1999	11-May-2001		American Media Operations Inc.
SHAPE (DESIGN)	1028147	TMA544974	Registered	Canada	18-Sep-1999	11-May-2001	16, 42	American Media Operations Inc.
SHAPE (DESIGN)	76454921	2741626	Registered	USA	23-Sep-2002	29-Jul-2003	16, 41	American Media Operations Inc.
SHAPE (DESIGN)	73440747	1498564	Registered	USA	24-Aug-1983	02-Aug-1988	16	American Media Operations Inc.
SHAPE (DESIGN)	76363121		Published	USA	25-Jan-2002		25	American Media Operations Inc.
SHAPE (DESIGN)	76475872	2931313	Registered	USA	17-Dec-2002	08-Mar-2005	09	American Media Operations Inc.
SHAPE (DESIGN)	76475870	2781734	Registered	USA	17-Dec-2002	11-Nov-2003	09	American Media Operations Inc.
SHAPE COOKS	2166716	1.781.534	Registered	Argentina	21-Jul-1998	22-Mar-2000	16	American Media Operations Inc.
SHAPE COOKS	2166717	1.870.545	Registered	Argentina	31-Jul-1998	09-May-2002	42	American Media Operations Inc.
SHAPE COOKS	AM7037/97	174378	Registered	Austria	15-Dec-1997	27-Feb-1998	16, 25, 42	American Media Operations Inc.
SHAPE COOKS	820952532		Pending	Brazil	30-Sep-1998		16	American Media Operations Inc.
SHAPE COOKS	820952354		Pending	Brazil	30-Sep-1998		25	American Media Operations Inc.
SHAPE COOKS	820952362		Pending	Brazil	30-Sep-1998		42	American Media Operations Inc.
SHAPE COOKS	1033693	TMA551894	Registered	Canada	25-Oct-1999	03-Oct-2001	16	American Media Operations Inc.
SHAPE COOKS	128398	221621	Registered	Czech Republic	12-Dec-1997	27-Dec-1999	16, 25, 41, 42	American Media Operations Inc.
SHAPE COOKS	98727679	98727679	Registered	France	10-Apr-1998	10-Apr-1998	16, 25, 42	American Media Operations Inc.
SHAPE COOKS	39759186.1	39759186	Registered	Germany	10-Dec-1997	24-Apr-1998	16, 25, 42	American Media Operations Inc.
SHAPE COOKS	135.48	135.48	Registered	Greece	17-Dec-1997	17-Aug-1999	16	American Media Operations Inc.
SHAPE COOKS	M9704648	155670	Registered	Hungary	12-Dec-1997	12-Dec-1997	16, 25, 42	American Media Operations Inc.
SHAPE COOKS	1089/98	207026	Registered	Ireland	25-Mar-1998	25-Mar-1998	16	American Media Operations Inc.

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SHAPE COOKS	TO98C001274	816093	Registered	Italy	16-Apr-1998	30-May-2000	16, 25, 42	American Media Operations Inc.
SHAPE COOKS	4975/1998	438277	Registered	Korea, Republic of	24-Feb-1998	18-Jan-1999	16	American Media Operations Inc.
SHAPE COOKS	Z-181149	124902	Registered	Poland	10-Dec-1997	17-Oct-2000	16, 25, 42	American Media Operations Inc.
SHAPE COOKS	1562352	334792	Registered	Portugal	20-Jan-1999	07-May-2004	16, 25, 42	American Media Operations Inc.
SHAPE COOKS	3681-97	190179	Registered	Slovakia	12-Dec-1997	12-Dec-1997	16, 25, 35, 41, 42	American Media Operations Inc.
SHAPE COOKS	9909/1997	453538	Registered	Switzerland	10-Dec-1997	31-Jul-1998	16	American Media Operations Inc.
SHAPE COOKS	2158397	2158397	Registered	United Kingdom	16-Feb-1998	16-Feb-1998	16	American Media Operations Inc.
SHAPE COOKS	75231066	2189911	Registered	USA	24-Jan-1997	15-Sep-1998	42	American Media Operations Inc.
SHAPE EN ESPANOL	620167	850637	Registered	Mexico	22-Sep-2003	22-Sep-2003	16	American Media Operations Inc.
SHAPE EN ESPANOL	78313419	2910852	Registered	USA	14-Oct-2003	14-Dec-2004	16	American Media Operations Inc.
SHAPE EN ESPANOL	78405527	2997457	Registered	USA	20-Apr-2004	20-Sep-2005	41	American Media Operations Inc.
SHAPE ESCAPE	76369132	2639482	Registered	USA	07-Feb-2002	22-Oct-2002	41	American Media Operations Inc.
SHAPE FIT MAMA	30124030.2/09	30124030	Registered	Germany	12-Apr-2001	06-Aug-2001	09, 25, 38, 41	American Media Operations Inc.
SHAPE FIT MAMA	30116363.4/16	30116363	Registered	Germany	12-Mar-2001	12-Mar-2002	16, 25, 42	American Media Operations Inc.
SHAPE KIADVANY FITT MAMA	MOO0367	167707	Registered	Hungary	29-Jun-2000	29-Jun-2000	09, 16, 41	American Media Operations Inc.
SHAPE PRESENTS FIT PREGNANCY	9908/1997	465360	Registered	Switzerland	10-Dec-1997	29-Sep-1999	16, 25, 42	American Media Operations Inc.
SHAPE UP	328850	TMA174822	Registered	Canada	24-Dec-1969	05-Mar-1971		American Media Operations Inc.
SHAPE WITH NEW CHINESE	92035738	1111296	Registered	Taiwan	05-Jun-2003	16-Jul-2004	16	American Media Operations Inc.
SHAPE WITH NEW CHINESE	92035739	1112907	Registered	Taiwan	05-Jun-2003	16-Jul-2004	41	American Media Operations Inc.
SHAPE YOUR BODY & YOUR LIFE	78381701		Published	USA	10-Mar-2004		16, 41	American Media Operations Inc.
SHAPE YOUR LIFE	78187143		Published	USA	20-Nov-2002		09	American Media Operations Inc.
SHAPE YOUR LIFE	78187104		Published	USA	20-Nov-2002		18	American Media Operations Inc.
SHAPE YOUR LIFE	78186764		Published	USA	19-Nov-2002		25	American Media Operations Inc.

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SHAPE YOUR LIFE	78186768		Published	USA	19-Nov-2002		28	American Media Operations Inc.
SHAPE YOUR LIFE	78187078		Published	USA	20-Nov-2002		38	American Media Operations Inc.
SHAPE YOUR LIFE	78186770		Published	USA	19-Nov-2002		44	American Media Operations Inc.
SHAPE(DESIGN)	M9905906	164411	Registered	Hungary	16-Dec-1999	16-Dec-1999	16, 35, 41	American Media Operations Inc.
SHAPE'S ESSENTIAL GUIDE TO SUMMER	75397970	2875116	Registered	USA	01-Dec-1997	17-Aug-2004	16	American Media Operations Inc.
SHAPING UP	435476	TMA247,803	Registered	Canada	08-Feb-1979	04-Jul-1980		American Media Operations Inc.
SHEELA WOOD'S	74730403	2045528	Registered	USA	18-Sep-1995	18-Mar-1997	16	American Media Operations Inc.
STAR	75116088	2751537	Registered	USA	07-Jun-1996	19-Aug-2003	41	American Media Operations Inc.
STAR	78369729		Pending	USA	18-Feb-2004		41	American Media Operations Inc.
STAR EN ESPAÑOL	78461921		Published	USA	04-Aug-2004		16, 42	American Media Operations Inc.
STAR PEOPLE	75430247	2484118	Registered	USA	06-Feb-1998	04-Sep-2001	16	American Media Operations Inc.
STARSHOP	78487100		Published	USA	21-Sep-2004		16	American Media Operations Inc.
STREET PERFORMANCE COMPACT	78166869	2844124	Registered	USA	23-Sep-2002	18-May-2004	16	American Media Operations Inc.
SUCCESSFUL SLIMMING	78516100		Published	USA	12-Nov-2004		16	American Media Operations Inc.
SUCCESSFUL SLIMMING	78529127		Published	USA	08-Dec-2004		41	American Media Operations Inc.
SUN	75160019	2199246	Registered	USA	03-Sep-1996	27-Oct-1998	16	American Media Operations Inc.
THE STAR	73182128	1224966	Registered	USA	04-Aug-1978	25-Jan-1983	16	American Media Operations Inc.
THE TABBY AWARD	78198006	2823261	Registered	USA	26-Dec-2002	16-Mar-2004	16	American Media Operations Inc.
THE UNTOLD STORY	73162312	1123246	Registered	USA	15-Mar-1978	31-Jul-1979	16	American Media Operations Inc.
WEEKLY WORLD NEWS	5103677	3256757	Registered	Japan	13-Oct-1993	24-Feb-1997	16	American Media Operations Inc.
WEEKLY WORLD NEWS	73816596	1618718	Registered	USA	02-Aug-1989	23-Oct-1990	16	American Media Operations Inc.
WEEKLY WORLD NEWS	74695839	2017148	Registered	USA	30-Jun-1995	19-Nov-1996	16, 25	American Media Operations Inc.