Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boston Herald, Inc.		08/22/2006	CORPORATION: DELAWARE
Newspaper Sales Group, Inc.		08/22/2006	CORPORATION: DELAWARE
Herald Interactive, Inc.		08/22/2006	CORPORATION: DELAWARE
Herald Media Holdings, Inc.		08/22/2006	CORPORATION: DELAWARE
Herald Media, Inc.		08/22/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Capital Finance Corporation (New England)	
Street Address:	One Post Office Square, Suite 3600	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02109	
Entity Type:	CORPORATION: MASSACHUSETTS	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2294163	BOSTON HERALD
Registration Number:	2601455	CARFIND.COM
Registration Number:	2487547	SOMEBODY'S GOT TO SAY IT
Registration Number:	2593360	HOMEFIND.COM
Registration Number:	2308593	HR TODAY
Registration Number:	2348082	JOBFIND TODAY
Registration Number:	2315509	JOBFIND.COM
Registration Number:	2438963	RESUME PORT
Registration Number:	2474675	WOMEN'S BUSINESS THE PROFESSIONAL AND BUSINESS WOMAN'S JOURNAL

CORRESPONDENCE DATA

TRADEMARK REEL: 003388 FRAME: 0089

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6080808
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	09/12/2006

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of August 22, 2006, by and among (a) BOSTON HERALD, INC., a Delaware corporation, NEWSPAPER SALES GROUP, INC., a Delaware corporation, and HERALD INTERACTIVE, INC., a Delaware corporation (individually, a "<u>Borrower</u>", and collectively, the "<u>Borrowers</u>"), (b) HERALD MEDIA HOLDINGS, INC., a Delaware corporation, and HERALD MEDIA, INC., a Delaware corporation (individually, a "<u>Guarantors</u>" and, collectively, the "<u>Guarantors</u>", and together with the Borrowers, individually, a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), and (c) WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND) (the "<u>Lender</u>"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of August 22, 2006 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and among the Grantors and the Lender, pursuant to which the Lender has agreed to make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan Agreement, and pursuant to which each Grantor has granted to the Lender a security interest in and to the Collateral (as defined in the Loan Agreement); and

WHEREAS, reference is also made to that certain Guarantee, dated as of August 22, 2006 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee"), executed by the Guarantors in favor of the Lender, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guarantee); and

WHEREAS, the obligations of the Lender to make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan Agreement are each conditioned upon, among other things, the execution and delivery by each Grantor of an agreement in the form hereof, pursuant to which each Grantor confirms its grant to the Lender of a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender hereby agree as follows:

SECTION 1. <u>Definitions</u>. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

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"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall mean all of the Grantors' now owned and hereafter arising or acquired: patents, patent rights, patent applications, copyrights, works which are the subject matter of copyrights, copyright applications, copyright registrations, trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the Copyright Office, the PTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country or jurisdiction, together with all rights and privileges arising under applicable law with respect to any Grantor's use of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; customer and other lists in whatever form maintained; trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registration; contract rights relating to computer software programs, in whatever form created or maintained.

"IP Collateral" shall have the meaning assigned to such term in SECTION 2 hereof.

"Necessary Intellectual Property" shall mean any and all Intellectual Property that is necessary (as determined by the Grantors in good faith and approved by the Lender acting in good faith) for the conduct of the business of the Grantors from time to time.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Secured Obligations" shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guarantee).

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Lender under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such security interest and grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Intellectual Property.
- (b) All extensions, renewals, reissues, divisions, continuations, and continuations-in-part of the Intellectual Property.

- (c) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (d) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any and all Intellectual Property, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (e) All rights to sue for past, present and future infringement of any of the Intellectual Property.
- (f) All of the Grantors' rights corresponding to any of the foregoing throughout the world.
- SECTION 3. <u>Protection of Intellectual Property By Grantors</u>. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to the Intellectual Property:
 - (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
 - (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
 - (c) At the Grantors' sole cost, expense and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
 - (d) At the Grantors' sole cost, expense and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property

does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement, or (iii) that is not Necessary Intellectual Property.

SECTION 4. <u>Grantors' Representations and Warranties</u>. Each of the Grantors represent and warrant that:

- (a) **EXHIBIT A** is a true, correct and complete list of all United States copyright registrations, copyright applications and copyright licenses owned by such Grantor as of the date hereof.
- (b) **EXHIBIT B** is a true, correct and complete list of all United States patents, patent applications and patent licenses owned by such Grantor as of the date hereof.
- (c) **EXHIBIT** C is a true, correct and complete list of all United States federal trademark and service mark registrations, trademark and service mark applications, and trademark licenses owned by such Grantor as of the date hereof.
- (d) Except as set forth in **EXHIBITS A, B and C**, none of the Grantors' copyrights, patents or trademarks or any registrations or applications with respect thereto is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.
- (e) All IP Collateral is, and shall remain, free and clear of all liens, encumbrances, or security interests in favor of any Person, other than liens permitted pursuant to Section 9.8 of the Loan Agreement and liens in favor of the Lender.
- (f) Such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. To the knowledge of each of the Grantors, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.
- (g) Such Grantor shall give the Lender prompt written notice (with reasonable detail) following the occurrence of any of the following:

- (i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products or services containing the trademarks of others in the ordinary course of such Grantor's business).
- (ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).
- (iii) Such Grantor's entering into any new licenses with respect to the Intellectual Property.
- (iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall deliver to the Lender an updated EXHIBIT A, B, and/or C (as applicable) to this Agreement and hereby authorizes the Lender to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).
- (b) Upon the reasonable request of the Lender, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

- SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:
 - (a) The Grantors first provide the Lender with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property.
 - (b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral and shall be deposited in a Blocked Account in accordance with the terms of the Loan Agreement.
 - (c) Following the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Lender's Rights Upon Default and Actions To Protect Intellectual Property. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the UCC with respect to the Intellectual Property, in addition to which the Lender may, acting in its own name or in that of any Grantor, act in any Grantor's place and stead and/or in the Lender's own right in connection with the Intellectual Property and may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

SECTION 8. Lender As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender, to (i) whether or not an Event of Default shall have occurred, supplement and amend from time to time **EXHIBITS A, B** and C of this Agreement to include any new or additional Intellectual Property of such Grantor, and (ii) following the occurrence and during the continuance of any Event of Default, exercise any of the rights and powers referenced herein and execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

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- (b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.
- (c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 8(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Lender.

SECTION 9. Lender's Rights

- (a) Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- (b) None of this Agreement or the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights (other than as a lienholder) in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 10. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

SECTION 11. Further Assurances. At the request of Lender at any time and from time to time, each Grantor shall, at its expense, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents and instruments, and do or cause to be done such further acts as may be necessary or proper to evidence, perfect, maintain and enforce the security interests and the priority thereof in the IP Collateral and to otherwise effectuate the provisions or purposes of this Agreement.

SECTION 12. Governing Laws. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Massachusetts but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

BOSTON HERALD, INC.

By: Name: Patrick I Purcell

Title: President

NEWSPAPER SALES GROUP, INC.

By: Mome: Patrick I Purcell

Title: President

HERALD INTERACTIVE, INC.

By: Name Patrick J. Purcell

Title: President

GUARANTORS:

HERALD MEDIA HOLDINGS, INC.

By:

Name: Patrick J. Purcell

Title: President

HERALD MEDIA, INC.

By:

Name: Patrick J. Purcell

Title: President

LENDER:

WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND)

By:

Name: George Psomas Title: Director

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

	Copyright	Registration Number	Registration Date
1.	A good stogie VA (Visual Arts)	VA860415	May 05, 1997
2.	Bobby Orr's goal that won Stanley Cup PA (Performing Arts)	RE852965	June 29, 2001
3.	Boston herald TX (Textual Works)	TX4307857	July 23, 1996
4.	Boston herald TX (Textual Works)	TX4397875	December 17, 1996
5.	Boston herald TX (Textual Works)	TX4388780	December 17, 1996
6.	Boston herald TX (Textual Works)	TX4402934	January 21, 1997
7.	Boston herald TX (Textual Works)	TX4419816	February 14, 1997
8.	Boston herald TX (Textual Works)	TX4458811	April 29, 1997
9.	Boston herald TX (Textual Works)	TX4468865	May 5, 1997
10.	Boston herald TX (Textual Works)	TX4505172	May 8, 1997
11.	Boston herald TX (Textual Works)	TX4490682	June 23, 1997
12.	Boston herald TX (Textual Works)	TX4538117	August 12, 1997
13.	Boston herald TX (Textual Works)	TX4538079	August 12, 1997
4.	Boston herald TX (Textual Works)	TX4572896	November 24, 1997
15.	Boston herald TX (Textual Works)	TX4602368	December 12, 1997

16.	Boston herald TX (Textual Works)	TX4598839	November 21, 1997
17.	Boston herald TX (Textual Works)	TX4625238	December 12, 1997
18.	Boston herald TX (Textual Works)	TX4603016	January 5, 1998
19.	Boston herald TX (Textual Works)	TX4616431	February 9, 1998
20.	Boston herald TX (Textual Works)	TX4637934	April 1, 1998
21.	Boston herald TX (Textual Works)	TX4706152	May 27, 1998
22.	Boston herald TX (Textual Works)	TX4706137	May 26, 1998
23.	Boston herald TX (Textual Works)	TX4722454	July 2, 1998
24.	Boston herald TX (Textual Works)	TX4765824	September 1, 1998
25.	Boston herald TX (Textual Works)	TX4737864	August 19, 1998
26.	Boston herald TX (Textual Works)	TX4787259	October 8, 1998
27.	Boston herald TX (Textual Works)	TX4770489	October 8, 1998
28.	Boston herald TX (Textual Works)	TX4858628	December 2, 1998
29.	Boston herald TX (Textual Works)	TX4888277	December 28, 1998
30.	Boston herald TX (Textual Works)	TX4054849	September 27, 1999
31.	Boston herald TX (Textual Works)	TX4842068	February 26, 1999
32.	Boston herald TX (Textual Works)	TX4887979	April 26, 1999
33.	Boston herald TX (Textual Works)	TX4887991	April 26, 1999
34.	Boston herald TX (Textual Works)	TX4054869	September 27, 1999

35.	Boston herald TX (Textual Works)	TX4054861	October 15, 1999
36.	Boston herald TX (Textual Works)	TX4920190	June 18, 1999
37.	Boston herald TX (Textual Works)	TX4920328	June 18, 1999
38.	Boston herald TX (Textual Works)	TX4960345	August 13, 1999
39.	Boston herald TX (Textual Works)	TX5022686	January 6, 2000
40.	Boston herald TX (Textual Works)	TX5022655	January 6, 2000
41.	Boston herald TX (Textual Works)	TX5052134	February 29, 2000
42.	Boston herald TX (Textual Works)	TX5071532	March 13, 2000
43.	Boston herald TX (Textual Works)	TX5052176	February 28, 2000
44.	Boston herald TX (Textual Works)	TX5146125	August 2, 2000
45.	Boston herald TX (Textual Works)	TX5146127	July 31, 2000
46.	Boston herald TX (Textual Works)	TX5164195	August 2, 2000
47.	Boston herald TX (Textual Works)	TX5193591	November 20, 2000
48.	Boston herald TX (Textual Works)	TX5193623	November 20, 2000
49.	Boston herald TX (Textual Works)	TX5209644	November 20, 2000
50.	Boston herald TX (Textual Works)	TX5274354	January 30, 2001
51.	Boston herald TX (Textual Works)	TX5234351	January 29, 2001
52.	Boston herald TX (Textual Works)	TX5274349	January 29, 2001
53.	Boston herald TX (Textual Works)	TX5243014	February 16, 2001

54.	Boston herald TX (Textual Works)	TX5405005	February 28, 2000
55.	Boston herald TX (Textual Works)	TX5355342	August 6, 2001
56.	Boston herald TX (Textual Works)	TX5376985	May 10, 2001
57.	Boston herald TX (Textual Works)	TX5393214	May 10, 2001
58.	Boston herald TX (Textual Works)	TX5355291	July 27, 2001
59.	Boston herald TX (Textual Works)	TX5355335	July 27, 2001
60.	Boston herald TX (Textual Works)	TX5355351	August 9, 2001
61.	Boston herald TX (Textual Works)	TX5419215	November 2, 2001
62.	Boston herald TX (Textual Works)	TX5442688	October 1, 2001
63.	Boston herald TX (Textual Works)	TX5526658	December 3, 2001
64.	Boston herald TX (Textual Works)	TX5526664	December 3, 2001
65.	Boston herald TX (Textual Works)	TX5518585	February 11, 2002
66.	Boston herald TX (Textual Works)	TX5582068	April 24, 2002
67.	Boston herald TX (Textual Works)	TX5537722	April 24, 2002
68.	Boston herald TX (Textual Works)	TX5621854	May 13, 2002
69.	Boston herald TX (Textual Works)	TX5613105	June 17, 2002
70.	Boston herald TX (Textual Works)	TX5582143	July 24, 2002
71.	Boston herald TX (Textual Works)	TX5582075	August 9, 2002
72.	Boston herald TX (Textual Works)	TX5657782	December 2, 2002

73.	Boston herald TX (Textual Works)	TX5657783	January 2, 2003
74.	Boston herald TX (Textual Works)	TX5657789	December 2, 2002
75.	Boston herald TX (Textual Works)	TX5673211	June 2, 2003
76.	Boston herald TX (Textual Works)	TX5673197	June 2, 2003
77.	Boston herald TX (Textual Works)	TX5673185	June 2, 2003
78.	Boston herald TX (Textual Works)	TX5673201	June 2, 2003
79.	Boston herald TX (Textual Works)	TX5747582	June 2, 2003
80.	Boston herald TX (Textual Works)	TX5800513	July 25, 2003
81.	Boston herald TX (Textual Works)	TX5809651	August 22, 2003
82.	Boston herald TX (Textual Works)	TX5809528	September 12, 2003
83.	Boston herald TX (Textual Works)	TX5807227	October 10, 2003
84.	Boston herald TX (Textual Works)	TX5870359	November 19, 2003
85.	Boston herald TX (Textual Works)	TX5902672	January 27, 2004
86.	Boston herald TX (Textual Works)	TX5896901	February 9, 2004
87.	Boston herald TX (Textual Works)	TX5964839	April 16, 2004
88.	Boston herald TX (Textual Works)	TX6023495	May 17, 2004
89.	Boston herald TX (Textual Works)	TX5986788	Jun 21, 2004
90.	Boston herald TX (Textual Works)	TX5989255	Jun 21, 2004
91.	Boston herald TX (Textual Works)	TX5835377	July 31, 2004

92.	Boston herald TX (Textual Works)	TX6023566	Aug 10, 2004
93.	Boston herald TX (Textual Works)	TX6018386	Aug 24, 2004
94.	Boston herald TX (Textual Works)	TX6052641	Oct 15, 2004
95.	Boston herald TX (Textual Works)	TX6067086	Nov 4, 2004
96.	Boston herald TX (Textual Works)	TX6118630	Jan 5, 2004
97.	Boston herald TX (Textual Works)	TX6128293	Mar 10, 2005
98.	Boston herald TX (Textual Works)	TX6152024	Sep 14, 2004
99.	Boston herald TX (Textual Works)	TX6093705	Dec, 2004
100	Boston herald TX (Textual Works)	TX6093170	Jan 18, 2005
101	Boston herald TX (Textual Works)	TX6128322	Mar 11, 2005
102	Boston herald TX (Textual Works)	TX6150091	Apr 12, 2005
	Boston herald TX (Textual Works)	TX6172170	May 24, 2005
104	Boston herald TX (Textual Works)	TX6023495	May 17, 2004

Copyright Licenses

None.

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

None.

Patent Licenses

None.

17

960868.4

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

Trademark	Registration Number	Registration <u>Date</u>	Owned By
BOSTON HERALD	2294163	11/23/99	Boston Herald
CARFIND.COM	2601455	07/30/02	Boston Herald
SOMEBODY'S GOT TO SAY IT	2487547	09/11/01	Boston Herald
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