

05-20-2002

FR SHEET
Y

To The Honorable Commissioner
Please record the attached



102095430

ATTORNEY DOCKET NO. 102497-5

1. Name of conveying party(ies): Citibank, N.A.
Street Address: 425 Park Avenue
City: New York
State: NY Zip: 10022

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-United States
 Other 5/13/02

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

2. Name and address of receiving party(ies):
Name: Tele-Publishing, Inc.
Street Address: 126 Brookline Avenue
City: Boston
State: MA Zip: 02215

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Massachusetts
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amendment No. 3 to Credit Agreement
Execution Date: May 8, 2002

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or Registration number(s):
A. Trademark Application No.(s): 76/010,614
~~75/793,533~~
75/772,630
75/772,614
75/772,610

B. Trademark Registration No.(s):
2,423,019
2,553,362
2,144,557

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tracy R. Schubert, Esq.
Internal Address: Nutter, McClennen & Fish, LLP
Street Address: One International Place
City: Boston
State: MA Zip: 02110-2699

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41)..... 215.00
 Enclosed
 Authorized to be charged deposit account
8. Deposit account number: 14-1449
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Tracy R. Schubert
Name of Attorney

Tracy R. Schubert 5/13/02
Signature Date
Total number of pages including cover sheet: 27

OFFICE OF PUBLIC RECORDS
2002 MAY 13 AM 10:47
FINANCE SECTION

05/20/2002 LHMELLER 00000059 76010614
01 FC:481 40.00 DP
02 FC:482 175.00 DP

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT is made as of November 20, 2000, by MCC BROADCASTING COMPANY, INC., TELE-PUBLISHING, INC., THE BOSTON PHOENIX LLC, NEW STUFF COMPANY, INC. AND STUFF MAGAZINE LLC (each an "IP Debtor" and collectively the "IP Debtors") to and in favor of CITIBANK, N.A., as Lender and as Agent (hereinafter referred to, with its successors and assigns as "Agent") for the Senior Secured Parties.

BACKGROUND

WHEREAS, the IP Debtors are the owners of certain trademarks, service marks and/or trade names, registered or unregistered, and certain registrations or pending applications therefor and the goodwill of the business associated therewith (the "Marks") including, without limitation, those listed on the annexed Schedule A, which trademarks are registered or are the subject of pending applications for registration in the U.S. Patent and Trademark Office;

WHEREAS, certain IP Debtors are the owners of certain patents, patent reissues, divisions, continuations and extensions and/or applications for patents (the "Patents") including, without limitation, those listed on the annexed Schedule B, which patents or patent applications are issued by or filed with the U.S. Patent and Trademark Office;

WHEREAS, the IP Debtors are the owners of certain published and material unpublished works of authorship and the copyrights therein and copyright registrations therefor (the "Copyrights") including, without limitation, those listed on the annexed Schedule C, which copyrights are registered or are the subject of pending applications for registration in the U.S. Copyright Office;

WHEREAS, pursuant to a Security Agreement (as amended, extended, supplemented, restated or otherwise modified or refinanced, including without limitation, any amendment involving an increase in principal, interest rate or other amount, the "Security Agreement") dated November __, 2000, by and among The Boston Phoenix LLC, Tele-Publishing, Inc., FNX Broadcasting of Rhode Island LLC, and TP Partners Limited Partnership (the "Borrowers") and certain affiliated parties thereto, and Citibank, N.A. as Agent, and certain loan agreements referenced therein (the "Loan Documents"), certain Lenders have agreed to extend credit to the Borrowers; and

WHEREAS, such Lenders are willing to make the credit available pursuant to the Loan Documents upon the condition that the Debtors (as defined in the Security Agreement) grant to the Agent a security interest in certain assets of the Debtors set forth in the Security Agreement, including the Pledged Intellectual Property (as defined below) as security for the Senior Secured Obligations (as defined below);

(i) by deleting "Tele-Publishing, Inc.," and substituting "and" therefor; and

(ii) by deleting "and TP Partners Limited Partnership".

(c) The second paragraph of the recitals ("Background of Agreement") is amended by deleting "Three Million Dollars (\$3,000,000) or such lesser amount as is determined in accordance with the Individual Guaranty and Subordination" and substituting "Six Million Dollars (\$6,000,000)" therefor.

(d) Subsection 1.1.7 is deleted in its entirety and designated as "reserved."

(e) Subsection 1.2.2 is amended and restated as follows:

"1.2.2 Amortization of Term Loan. The principal of the Term Loan shall be due and payable as follows: (i) on the last Business Day of each month commencing July 2002 and continuing through and including September 2002, the Borrowers shall pay equal principal installments of \$166,000; (ii) on the last Business Day of each month commencing October 2002 and continuing through and including December 2002, the Borrowers shall pay equal principal installments of \$250,000; and (iii) on the Term Maturity Date, the Borrowers shall pay the principal amount of \$13,752,000 or such other principal amount as may then be outstanding under the Term Loan. All amounts of principal, interest and fees relating to the Term Loan not due and payable before the Term Maturity Date shall be due and payable on the Term Maturity Date."

(f) Section 1.5 is deleted in its entirety and designated as "reserved".

(g) Subsection 1.7.1 is amended by deleting "at Borrowers' option (subject to the limitations and conditions set forth in this Section) at the Adjusted Base Rate plus the Applicable Margin or" and substituting "(except as provided in Subsection 1.7.6)" therefor.

(h) Subsection 1.7.2 is amended and restated as follows:

"1.7.2 Applicable Margin. The term "Applicable Margin" shall mean (i) for the period commencing on May 8, 2002 through and including June 30, 2002, 2.75%; (ii) for the period commencing on July 1, 2002 through and including September 30, 2002, 3.00%; and (iii) for the period commencing on October 1, 2002 through and including the Term Maturity Date, 3.25%."

(i) Subsection 1.7.3 is deleted in its entirety and designated as "reserved".

(j) Subsection 1.7.4 is amended and restated as follows:

"1.7.4 Interest Period. If an Interest Period with respect to a rate of interest based on Adjusted LIBOR plus the Applicable Margin would otherwise commence on a day which is not a Eurodollar Business Day, such Interest Period shall commence on the next Eurodollar Business Day. If an Interest Period would otherwise end on a day which is not a Eurodollar Business Day, such Interest Period shall be extended to the next Eurodollar Business Day, unless such next Eurodollar Business Day shall fall in the next calendar month, in which event such Interest Period shall end on the immediately preceding Eurodollar Business Day."

(k) Subsection 1.7.6(b) is amended as follows:

(i) by deleting "the Borrowers shall have elected an interest option and period based on Adjusted LIBOR plus the Applicable Margin and"; and

(ii) by inserting ", and during such period, the Term Loan shall bear interest at the Adjusted Base Rate plus 1.00%" immediately following "cease to exist".

(l) Subsection 1.7.6(c) is amended as follows:

(i) by deleting "has been elected" and substituting "is in effect" therefor; and

(ii) by deleting "the obligation of such Lender to permit additional borrowings under the Loans at a rate based on Adjusted LIBOR shall be suspended until such change ceases to be in effect and, during such suspension, such Lender's portion of all borrowings under the Loans requested to be made at a rate based on Adjusted LIBOR shall instead bear interest at a rate determined by reference to the Adjusted Base Rate and Applicable Margin" and substituting "the Term Loan shall bear interest at the Adjusted Base Rate plus 1.00% until such change ceases to be in effect" therefor.

(m) Subsection 1.7.6(d) is amended as follows:

(i) by deleting "the affected Lender shall by written notice to the Borrowers and the Agent declare the Borrower's right to elect an interest rate based on Adjusted LIBOR plus the Applicable Margin with respect to such Lender's share of the Loans to be suspended, (ii)";

(ii) by deleting the second occurrence of "the Applicable Margin" immediately following the second occurrence of "Adjusted Base Rate plus" and substituting "1.00%" therefor; and

(iii) by deleting "(iii)" and substituting "(ii)" therefor.

(n) Subsection 3.1.4 is amended by deleting "Three Million Dollars (\$3,000,000), which amount is subject to further reduction as set forth in the Individual Guaranty and Subordination" and substituting "Six Million Dollars (\$6,000,000)" therefor.

(o) Subsection 4.1.4 is amended by deleting "Borrower" and substituting "Borrowers" therefor.

(p) Subsection 5.15.5 is amended as follows:

(i) by deleting "Borrower's" and substituting "Borrowers" therefor;

(ii) by deleting "Affiliate Guarantor's" and substituting "Affiliate Guarantors" therefor; and

(iii) by deleting "j" at the end thereof.

(q) Subsection 5.18.1 is amended by deleting "the Borrower and its" and substituting "the Borrowers and the" therefor.

(r) A new Subsection 6.1.2A is added as follows:

"6.1.2A Delivery of Quarterly Financial Statements. As soon as practicable and in any event within thirty (30) days after the close of each Three Month Period beginning with the Three Month Period ending on June 30, 2002, the Borrowers shall deliver to the Lenders an unaudited, internally prepared Combined and Combining balance sheet, a statement of income and changes in retained earnings, and statements of cash flows of the Borrowers and the Affiliate Guarantors for such Three Month Period."

(s) Subsection 6.1.3 is amended by deleting "semi-annual report or annual report of the Borrowers required under Subsections 6.1.1 and 6.1.2" and substituting "report of the Borrowers required under Subsections 6.1.1, 6.1.2 and 6.1.2A" therefor.

(t) Subsection 6.1.4 is amended by deleting "its" both times it appears and substituting "their" therefor.

(u) A new Subsection 6.1.7 is added as follows:

"6.1.7 Additional Quarterly Reports. As soon as practicable and in any event within thirty (30) days after the close of each Three Month Period (beginning with the Three Month Period ending on June 30, 2002), (a) the Borrowers shall deliver to the Lenders accounts receivable and accounts payable aging reports as of the close of such Three Month Period for each of the Borrowers and (b) the Borrowers and the Affiliate Guarantors shall deliver to the Lenders a report comparing actual performance during such

Three Month Period to the financial projections for such Three Month Period as set forth in the rolling twelve-month financial projections for each of the Borrowers and the Affiliate Guarantors (delivered by the Borrowers and the Affiliate Guarantors to the Agent on or before May 8, 2002), in form and substance reasonably satisfactory to the Agent."

- (v) Subsection 6.3.1(b) is amended as follows:
- (i) by deleting "the" immediately before "such Person";
 - (ii) by deleting "its" both times it appears and substituting "their" therefor; and
 - (iii) by deleting "receives" and substituting "receive" therefor.
- (w) Subsection 6.3.1(d) is amended by deleting "I".
- (x) Section 6.5 is amended by deleting "lender's" and substituting "Lender's" therefor.
- (y) Section 7.1 is amended and restated as follows:

"7.1 Minimum EBITDA. For each Three Month Period beginning with the Three Month Period ending June 30, 2002, EBITDA shall not be less than the amounts set forth opposite such period:

<u>Period Ending</u>	<u>Minimum EBITDA</u>
June 30, 2002	\$550,000
September 30, 2002	\$950,000
December 31, 2002	\$1,200,000"

- (z) Section 7.2 is amended and restated as follows:

"7.2 Funded Debt. For each Three Month Period beginning with the Three Month Period ending June 30, 2002, Funded Debt shall not at any time be greater than the amount set forth opposite such period:

<u>Period Ending</u>	<u>Maximum Funded Debt</u>
June 30, 2002	\$29,000,000
September 30, 2002	\$33,000,000
December 31, 2002	\$41,000,000"

- (aa) Section 7.3 is deleted in its entirety and designated as "reserved".
- (bb) Subsection 7.4.1 is amended by deleting "grated" and substituting "granted" therefor.
- (cc) Section 8.1.1(c) is amended by deleting "existing on the date of this Agreement and".
- (dd) Section 8.2.1(f) is amended by deleting "existing on the date hereof and".
- (ee) Section 8.5(a) is amended by inserting "and any such Restricted Payments may be paid first, to Stephen Mindich, and second, to another Borrower or Affiliate Guarantor," immediately following "other Affiliate Guarantor,".
- (ff) Section 8.9 is amended by deleting "their" and substituting "its" therefor.
- (gg) Subsection 8.14.2 is amended by deleting "its" both times it appears and substituting "their" therefor.
- (hh) Section 8.17 is amended by deleting "its" and substituting "their" therefor.
- (ii) Section 8.18 is amended by inserting the following new sentence at the end thereof:

"In addition, at any time during the continuance of an Event of Default, any representative of the Agent or any Lender shall have the right to inspect and appraise the Borrowers' and the Affiliate Guarantors' respective radio stations and radio station-related assets, all at the sole, joint and several, and reasonable cost and expense of the Borrowers and the Affiliate Guarantors (but in no event more than once each calendar year at the Borrowers' and the Affiliate Guarantors' cost and expense)."

- (jj) Section 8.28 is amended by inserting ", limited liability company" immediately before "and partnership".
- (kk) Subsection 9.1.3 is amended by deleting ";" immediately following ";".
- (ll) Subsection 9.1.6 is amended by inserting "or Subsection 6.1.2A (Delivery of Quarterly Financial Statements) or Subsection 6.1.7 (Additional Quarterly Reports) or Section 5(c) of the Individual Guaranty and Subordination" immediately following "(Delivery of Officer's Compliance Certification)".
- (mm) Subsection 9.1.7 is amended by inserting "either of" immediately before "the Borrowers becomes aware".
- (nn) Subsection 9.1.13 is amended by deleting "remains" and substituting "remain" therefor.

(oo) A new Subsection 9.1.15 is added as follows:

“9.1.15 *Mindich Loan Documents.* An Event of Default under and as defined in any of the Mindich Loan Documents shall have occurred, which (a) shall not have been cured or waived within sixty (60) days of the occurrence of such Event of Default or (b) shall have caused the obligations under the Mindich Loan Documents to become automatically due and payable or the lender under the Mindich Loan Documents to have declared such obligations immediately due and payable.”

(pp) A new Subsection 9.1.16 is added as follows:

“9.1.16 *Other Loan Party Defaults.* If (a) Unencumbered Liquidity shall at any time be less than \$500,000 or (b) Infort Partners Limited Partnership shall pledge any of its assets as security for, or otherwise use any of its assets to repay, any Indebtedness other than Indebtedness (i) of Infort Partners Limited Partnership permitted under Subsection 8.1.1 of this Agreement, and (ii) of any Borrower or any Affiliate Guarantor.”

(qq) Subsection 9.2.3 is amended as follows:

(i) by deleting “the Borrower’s” immediately before “cost and expense” and substituting “each Borrower’s therefor”; and

(ii) by deleting “its” immediately before “best efforts” and substituting “their” therefor.

(rr) Section 10.1 is amended as follows:

(i) the definitions of “Credit Card Payments”, “Debt Service Coverage Ratio”, “Interest Coverage Ratio”, “Items of Payment”, “Leverage Ratio”, “TPI”, “TPI Blocked Account”, “TPI Blocked Account Agreement”, “TPI Blocked Account Bank”, and “Weighted-Average Total Debt” are deleted in their entirety;

(ii) the definition of “Borrowers” is amended by deleting “, Tele-Publishing Inc., FNX Broadcasting of Rhode Island LLC and TP Partners Limited Partnership” and substituting “and FNX Broadcasting of Rhode Island LLC” therefor;

(iii) a new definition of “Cash Equivalents” is added as follows:

“Cash Equivalents: (i) securities issued, guaranteed or insured by the United States or any of its agencies with maturities of not more than one year from the date

acquired; (ii) certificates of deposit with maturities of not more than one year from the date acquired, issued by (A) the Agent or its Affiliates; (B) any U.S. federal or state chartered commercial bank of recognized standing which has capital and unimpaired surplus in excess of \$500,000,000; or (C) any bank or its holding company that has a short-term commercial paper rating of at least A-1 or the equivalent by Standard & Poor's Ratings Services or at least P-1 or the equivalent by Moody's Investors Service, Inc.; (iii) repurchase agreements and reverse repurchase agreements with terms of not more than seven days from the date acquired, for securities of the type described in clause (i) above and entered into only with commercial banks having the qualifications described in clause (ii) above or such other financial institutions with a short-term commercial paper rating of at least A-1 or the equivalent by Standard & Poor's Ratings Services or at least P-1 or the equivalent by Moody's Investors Service, Inc.; (iv) commercial paper, other than commercial paper issued by an Affiliate of the Borrower, issued by any Person incorporated under the laws of the United States or any state thereof and rated at least A-1 or the equivalent thereof by Standard & Poor's Ratings Services or at least P-1 or the equivalent thereof by Moody's Investors Service, Inc., in each case with maturities of not more than one year from the date acquired; (v) investments in money market funds registered under the Investment Company Act of 1940, which have net assets of at least \$500,000,000 and at least eighty-five percent (85%) of whose assets consist of securities and other obligations of the type described in clauses (i) through (iv) above; and (vi) such securities as are currently held in investment accounts of either Borrower, any Affiliate Guarantor or Stephen Mindich."

(iv) the definition of "EBITDA" is amended by inserting "and their respective consolidated Subsidiaries" immediately following "Affiliate Guarantors";

(v) the definition of "ERISA Affiliate" is amended by inserting "either of" immediately before "the Borrowers" both times it appears;

(vi) the definition of "FAA" is amended by inserting "." at the end thereof;

(vii) a new definition of "Funded Debt" is added as follows:

"Funded Debt: as of the date on which the amount thereof shall be determined, Indebtedness (i) of Stephen Mindich

under the Mindich Loan Documents, (ii) in respect of the Loans and all other Indebtedness (excluding Indebtedness of the type described in clauses (g), (h), (j) and (k) of the definition of Indebtedness contained herein) owing by either Borrower or any Affiliate Guarantor to a Person affiliated with Eric Cherry or any institutional lenders (including, without limitation, banks, savings and loan associations, savings banks, finance companies, insurance companies and funds (whether a corporation, partnership, trust or other entity) that are engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of business), and (iii) in respect of any refinancing, extension or restructuring of any Indebtedness referred to in clauses (i) and (ii) above.”;

(viii) the definition of “Interest Expense” is amended by deleting “Capitalized Leases” and substituting “capital leases” therefor;

(ix) the definition of “Interest Period” is amended and restated as follows:

“Interest Period: the period commencing on May 8, 2002 and ending three months thereafter, and each three-month period thereafter through December 24, 2002 and a final period commencing December 25, 2002 and ending on the Term Maturity Date.”;

(x) the definition of “Loan Documents” is amended by deleting “the TPI Blocked Account Agreement”;

(xi) a new definition of “Mindich Loan Documents” is added as follows:

“Mindich Loan Documents: any and all agreements, documents and instruments executed, delivered or filed in connection with any financing in favor of Stephen Mindich personally, all or a portion of the proceeds of which are to be used in the operations of any Borrower or any Affiliate Guarantor, as the same may be amended, modified or supplemented from time to time.”;

(xii) the definition of “Restricted Payment” is amended by inserting “,” immediately following “ownership interest of the Borrowers” in subparagraph (b) thereof;

(xiii) the definition of “Revolver Maturity Date” is amended and restated as follows:

"Revolver Maturity Date: May 8, 2002.";

(xiv) the definition of "Term Maturity Date" is amended by deleting "November 1, 2007" and substituting "January 31, 2003" therefor;

(xv) a new definition of "Three Month Period" is inserted in its proper alphabetical order as follows:

"Three Month Period: the three calendar month period ending on March 31, June 30, September 30 or December 31, as applicable, in any year."; and

(xvi) a new definition of "Unencumbered Liquidity" is added as follows:

"Unencumbered Liquidity: the aggregate cash and Cash Equivalents of Stephen Mindich, and the unrestricted marketable securities of Stephen Mindich that are capable of being converted to cash or Cash Equivalents within ninety days without the consent of or notice to any Person, in each case on which there is no Lien."

(ss) Section 11.3 is amended by deleting "the" immediately following "exposes it to liability or".

(tt) Section 12.9 is amended by deleting "LIBOR Election" and substituting "Interest Period" therefor.

(uu) Section 12.12 is amended by inserting "or" immediately before "any Lender".

(vv) Subsection 12.14.1 is amended as follows:

(i) by inserting "and" immediately following "harmless against, any";

(ii) by deleting "Affiliate Guarantor" in clause (b) thereof and substituting "Affiliate Guarantors" therefor;

(iii) by deleting "has been elected" in clause (c) thereof and substituting "is in effect" therefor; and

(iv) by deleting "(d)" in clause (c) thereof and substituting "(c)" therefor.

(ww) Subsection 12.15.1 is amended by deleting "waive" and substituting "waives" therefor.

(xx) The address under "Notice Information" for Citibank, N.A. on its signature page is amended and restated as follows:

"Citibank, N.A.
153 East 53rd Street, 20th Floor
New York, New York 10043
Phone No.: (212) 559-4949
Fax No.: (212) 793-4782
Attention: Richard B. Werner, Jr.

With a copy to:

Luskin, Stern & Eisler LLP
330 Madison Avenue
New York, New York 10017
Phone No.: (212) 293-2700
Fax No.: (212) 293-2705
Attention: Nathan M. Eisler, Esq."

(yy) Exhibit A-1 to the Credit Agreement is amended and restated in the form of Exhibit A to this Amendment.

(zz) Exhibit H to the Credit Agreement is amended and restated in the form of Exhibit B to this Amendment.

(aaa) The signature pages of the Credit Agreement are hereby amended by deleting the following signature blocks: New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership, as these entities are no longer parties to the Credit Agreement.

(bbb) Schedule 5.1.1 to the Credit Agreement is amended by supplementing such Schedule to add disclosure with respect to Infort Partners Limited Partnership ("Infort"), as set forth in Schedule A hereto. Schedule 5.1.1 to the Credit Agreement is further amended by deleting the following entities, and all disclosure with respect thereto, from such Schedule: New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership.

(ccc) Schedule 5.1.2 to the Credit Agreement is amended and restated in its entirety, as set forth in Schedule B hereto.

(ddd) Schedule 5.5 to the Credit Agreement is amended and restated in its entirety as follows:

"None."

(eee) Schedule 5.6 to the Credit Agreement is amended by supplementing such Schedule to add disclosure with respect to Infort, as set forth in Schedule C hereto.

(fff) Schedule 5.8 to the Credit Agreement is amended by supplementing such Schedule to add disclosure with respect to Infort, as set forth in Schedule D hereto. Schedule 5.8 to the Credit Agreement is further amended by deleting New Stuff Company, Inc., and all disclosure with respect thereto, from such Schedule.

(ggg) Schedule 5.11 to the Credit Agreement is amended by supplementing such Schedule to add disclosure with respect to Infort, as set forth in Schedule E hereto.

(hhh) Schedule 5.15 to the Credit Agreement is amended by supplementing such Schedule to add disclosure with respect to Infort, as set forth in Schedule F hereto.

(iii) Schedule 8.1 to the Credit Agreement is amended and restated in its entirety, as set forth in Schedule G hereto.

(jjj) Schedule 8.2 to the Credit Agreement is amended and restated in its entirety, as set forth in Schedule H hereto.

(kkk) Schedule 8.3 to the Credit Agreement is amended and restated in its entirety as follows:

"None."

(lll) Schedule 10.1 to the Credit Agreement is amended and restated in its entirety, as set forth in Schedule I hereto.

SECTION 2. Amendments to Security Agreement. The security interests granted by each of TPI, TP Partners, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership under the Security Agreement are and shall be deemed to be released, effective as of the date of this Amendment. Effective as of the date hereof, subject to the fulfillment of the conditions precedent set forth in Section 6 of this Amendment, the Security Agreement is hereby amended as follows:

(a) The introductory paragraph of the Security Agreement is amended as follows:

(i) by deleting ", Tele-Publishing, Inc." and substituting "and" therefor; and

(ii) by deleting ", and TP Partners Limited Partnership".

(b) The definition of "General Intangibles" in Section I is amended by deleting "goods" and substituting "Goods" therefor.

(c) Section II(a) is amended by deleting "Fixtures" both times it appears and substituting "fixtures" therefor.

(d) Section V(f) is amended by deleting "Debtors" immediately after "applicable" and substituting "Debtors" therefor.

- (e) Section VI(a) is amended by deleting "(" immediately before "INCLUDING".
- (f) Section VI(d) is amended as follows:
- (i) by deleting "covenants" and substituting "covenant" therefor, and
 - (ii) by deleting "it" and substituting "they" therefor.
- (g) Section IX(h) is amended by deleting "as".
- (h) Section XIII is amended by deleting "the" immediately before "each of the Debtors".

(i) The signature pages of the Security Agreement are hereby amended by deleting the following signature blocks: Tele-Publishing, Inc., TP Partners Limited Partnership, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership, as these entities are no longer parties to the Security Agreement.

(j) Schedule 1 to the Security Agreement is amended by deleting the following entities, and all disclosure with respect thereto, from such Schedule: TPI, TP Partners, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership.

(k) Schedule 2 to the Security Agreement is amended by deleting the following entities, and all disclosure with respect thereto, from such Schedule: TPI, TP Partners, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership.

(l) Schedule 3 to the Security Agreement is amended and restated in its entirety as follows:

"None."

(m) Schedule 4 to the Security Agreement is amended by deleting the following entities, and all disclosure with respect thereto, from such Schedule: TPI, TP Partners, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership.

SECTION 3. Amendments to Pledge Agreement. The pledges and security interests granted by each of TPI, TP Partners, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership under the Pledge Agreement are and shall be deemed to be released, effective as of the date of this Amendment. Effective as of the date hereof, subject to the fulfillment of the conditions precedent set forth in Section 6 of this Amendment, the Pledge Agreement is hereby amended as follows:

(a) The introductory paragraph of the Pledge Agreement is amended as follows:

(i) by deleting “, Tele-Publishing, Inc.” and substituting “and” therefor; and

(ii) by deleting “, and TP Partners Limited Partnership”.

(b) Section 5.2 is amended by deleting “.” immediately following “Section 11 below” and substituting “.” therefor.

(c) Schedule I to the Pledge Agreement is amended by deleting the following entities, and all disclosure with respect thereto, from such Schedule: New Stuff Company, Inc., TPI and The Worcester Phoenix, Inc.

(d) The signature pages of the Pledge Agreement are hereby amended by deleting the following signature blocks: Tele-Publishing, Inc., TP Partners Limited Partnership, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership, as these entities are no longer parties to the Pledge Agreement.

SECTION 4. Amendments to Intellectual Property Collateral

The pledges, assignments and security interests granted by each of TPI and New Stuff Company, Inc. under the Intellectual Property Collateral Agreement are and shall be deemed to be effective as of the date of this Amendment. Effective as of the date hereof, such amendments to the Intellectual Property Collateral Agreement are hereby amended as follows:

(a) The introductory paragraph of the Intellectual Property Collateral Agreement is amended as follows:

(i) by inserting “(this “Agreement”)” immediately following the words “INTELLECTUAL PROPERTY COLLATERAL AGREEMENT”;

(ii) by deleting “TPI,”; and

(iii) by deleting “New Stuff Company, Inc.”.

(b) The fourth recital is amended by deleting “dated November __, 2000” and substituting “dated as of November 20, 2000” therefor.

(c) Subsection 4.3 is amended by deleting “Loans” and substituting “Loan” therefor.

(d) The signature pages of the Intellectual Property Collateral Agreement are hereby amended by deleting the following signature blocks: TPI and New Stuff Company, Inc., as these entities are no longer parties to the Intellectual Property Collateral Agreement.

(e) Schedule A to the Intellectual Property Collateral Agreement is amended by deleting the following entities, and all disclosure with respect thereto, from such Schedule: Tele-Publishing, Inc. and New Stuff Company, Inc.

(f) Schedule B to the Intellectual Property Collateral Agreement is amended by deleting TPI, and all disclosure with respect thereto, from such Schedule.

SECTION 5. Amendments to Individual Guaranty and Subordination.

Effective as of the date hereof, subject to the fulfillment of the conditions precedent set forth in Section 6 of this Amendment, the Individual Guaranty and Subordination is hereby amended as follows:

(a) The first paragraph of the recitals ("Background of Agreement") is amended by deleting "TPI,".

(b) The second and third sentences of the last paragraph in Section 1.1 are deleted in their entirety and "The "Maximum Amount" is an amount equal to Six Million Dollars (\$6,000,000)." is substituted therefor.

(c) The following new sentence is added at the end of Section 5 as follows:

"The Surety further covenants and agrees that (a) without the prior written consent of the Agent, he will not pledge any of his assets as security for any Indebtedness (as defined in the Credit Agreement) in excess of \$500,000 for any purpose other than to fund the operations of the Borrowers or the Affiliate Guarantors and, (b) he will at all times maintain Unencumbered Liquidity (as defined in the Credit Agreement) in an amount not less than \$500,000 and (c) on or before the thirtieth day of each month, he shall deliver to the Agent copies of all brokerage and bank statements of the Surety as at end of and for the prior month."

SECTION 6. Conditions Precedent. This Amendment shall not be effective unless and until each of the following conditions shall have been satisfied in the Agent's sole and reasonable discretion on or prior to May 10, 2002 or by such other date as the parties shall have agreed in writing:

(a) The Agent shall have received one or more executed counterparts of this Amendment, duly executed by Boston Phoenix, FNX, the Affiliate Guarantors (including Infort, TPI and TP Partners) and Mindich.

(b) The Agent shall have received all of the following documents, each in form and substance satisfactory to the Agent and dated the date hereof or as of an earlier date acceptable to the Agent (collectively, the "Amendment Documents"):

(i) Certified copies of (A) the resolutions of the Board of Directors (or similar governing body) of each of Boston Phoenix, FNX, the Affiliate Guarantors (including Infort, TPI and TP Partners) approving the Amendment Documents to which each such entity is a party and the matters contemplated hereby and (B) all documents evidencing other necessary corporate, limited

liability company, partnership and government approvals, if any, with respect to this Amendment, the Amendment Documents and the transactions contemplated thereby;

(ii) Certificates of the Secretary or an Assistant Secretary or the Clerk or an Assistant Clerk as is applicable of each of Boston Phoenix, FNX, the Affiliate Guarantors (including Infort, TPI and TP Partners) certifying the names and true signatures of the officers, members or partners authorized to sign this Amendment and the Amendment Documents to which each such entity is a party;

(iii) An amended and restated term note in the principal amount of \$15,000,000, in the form of Exhibit A to this Amendment, duly executed by Boston Phoenix and FNX;

(iv) An Additional Affiliate Guarantor Joinder, in the form of Exhibit C to this Amendment, duly executed by Infort, TPI and TP Partners;

(v) A solvency certificate, in the form of Exhibit D to this Amendment, duly executed by each of the Borrowers and the Affiliate Guarantors (including Infort, TPI and TP Partners);

(vi) A consent to this Amendment, in the form of Exhibit E to this Amendment, duly executed by Bradley Mindich 1993 Declaration of Trust, The Boston Phoenix Trust and H. Barry Morris;

(vii) An opinion of Nutter, McClennen & Fish, LLP, counsel to Boston Phoenix, FNX, the Affiliate Guarantors (including Infort, TPI and TP Partners) and Mindich (collectively, the "Amendment Parties");

(viii) Completed requests for information listing all effective Uniform Commercial Code financing statements naming the Amendment Parties as debtors from all jurisdictions that the Agent shall deem necessary or desirable, and all tax lien, judgment, and litigation searches for the Amendment Parties as the Agent shall deem necessary or desirable, in each case with results satisfactory to the Agent;

(ix) Termination statements or other releases duly filed in all jurisdictions that the Agent deems necessary or desirable for it to obtain the priority of the security interests granted to it hereunder;

(x) Certified copies of the organizational and governing documents of Infort, as amended through the date hereof;

(xi) Good standing certificates for each Amendment Party (other than Mindich) from the Secretaries of State of each Amendment Party's jurisdiction of organization and of each other state in which an Amendment Party is qualified as a foreign corporation, partnership or limited liability company;

(xii) Certificates of insurance with respect to the Amendment Parties, together with loss payee endorsements for all such policies naming the Agent as lender loss payee and as an additional insured;

(xiii) Rolling twelve-month financial projections for each of the Borrowers and the Affiliate Guarantors (including Infort, TPI and TP Partners);

(xiv) A contribution agreement, in the form of Exhibit F to this Amendment, duly executed by each of the Borrowers, the Affiliate Guarantors (including Infort, TPI and TP Partners) and Mindich; and

(xv) Such other documents, opinions, instruments, evidence, materials, and information as the Agent may reasonably request.

(c) No event of default under any of the Loan Documents shall have occurred and be continuing as of the date of this Amendment.

(d) The Agent shall have received (i) \$1,631,931.78 in repayment of the Revolving Loans, (ii) \$69,118.15 in repayment of accrued and unpaid interest under the Term Loan, and (iii) all of the reasonable costs and expenses of the Agent (including reasonable attorneys' fees) incurred in connection with the negotiation, execution and delivery of this Amendment and the Amendment Documents, all in immediately available funds.

(e) There shall exist no pending or threatened actions or proceedings against Boston Phoenix, FNX, any of the Affiliate Guarantors (including Infort, TPI and TP Partners) or Mindich before any court or administrative agency in any jurisdiction which, individually or in the aggregate, could materially adversely affect the ability of such entity or person to perform its or his obligations under the Loan Documents to which it or he is a party.

(f) EBITDA for the Three Month Period ending March 31, 2002 shall not be less than (\$600,000).

SECTION 7. Representations and Warranties. Each of the Amendment Parties (including Infort, TPI and TP Partners) hereby confirms, reaffirms and restates the representations and warranties made in the Credit Agreement, as amended hereby, and confirms that all such representations and warranties are true and correct in all material respects as of the date hereof. Each of the Amendment Parties (including Infort, TPI and TP Partners) hereby represents and warrants to the Agent that:

(a) It or he has the power, authority and legal right to execute, deliver and perform, and has taken all necessary action to authorize the execution, delivery and performance of, this Amendment, the Amendment Documents to which it or he is or is to be a party and the transactions contemplated hereby and thereby.

(b) It or he has obtained all necessary consents and approvals for the execution, delivery, performance or enforceability of this Amendment, the Amendment Documents to which it or he is or is to be party and the transactions contemplated hereby and thereby.

(c) Each of this Amendment and the Amendment Documents to which he or it is or is to be a party has been duly executed and delivered by him or on its behalf by its duly authorized officer, partner or member and constitutes his or its legal, valid and binding obligation, enforceable against him or it in accordance with its terms, except to the extent enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles affecting creditors' rights generally.

(d) The execution, delivery and performance of this Amendment, the Amendment Documents to which it or he is or is to be a party and the transactions contemplated hereby and thereby do not or will not (j) violate any law or regulation applicable to it or him, (ii) result in or cause a violation by it or him of any order or decree of any court or governmental authority, (iii) conflict with, result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which it or he is a party or by which it or he or its or his property may be bound or (iv) violate any provision of its governing documents.

(e) Upon the effectiveness of this Amendment, no Event of Default has occurred and is continuing.

(f) There are no pending actions or proceedings against Boston Phoenix, FNX, any of the Affiliate Guarantors (including Infort, TPI and TP Partners) or Mindich which could materially adversely affect the ability of such entity or person to perform its or his obligations under the Loan Documents to which it or he is a party.

SECTION 8. Acknowledgment of Debt; Additional Term Loan Advance.

(a) Each of the Amendment Parties acknowledges that as of the date of this Amendment and immediately prior to the fulfillment of the conditions precedent contained in Section 6 of this Amendment, Boston Phoenix, FNX, TPI and TP Partners and the Affiliate Guarantors (other than Infort) are indebted to the Agent in the aggregate sum of \$16,076,049.93, consisting of \$15,999,999.50 of principal, \$76,150.43 of accrued and unpaid interest, and fees, costs and expenses in an unliquidated amount required to be paid under the Loan Documents, all without offset, defense, claim or counterclaim, that interest continues to accrue at the applicable rates provided in the Credit Agreement, and that fees, costs and expenses required to be paid under the Loan Documents continue to be incurred with respect to the Obligations.

(b) Effective as of the date of this Amendment, subject to the fulfillment of the conditions precedent set forth in Section 6 of this Amendment, the Lenders agree to advance \$625,000 to the Borrowers to be added to the outstanding amount of the Term Loan such that, after giving effect to such advance, the outstanding principal amount of the Term Loan shall be \$15,000,000.

SECTION 9. Termination of TPI Blocked Account; Partial Release of Collateral. Effective as of the date of this Amendment, subject to the fulfillment of the conditions precedent set forth in Section 6 of this Amendment, (i) the Blocked Account Agreement dated as of January 18, 2002 among the Borrowers, the Affiliate Guarantors and Citibank, as agent, lender and depository bank, is hereby terminated and (ii) the Agent agrees, at the joint and several expense of the Amendment Parties, to release its liens on each of TPI's, TP

Partners', New Stuff Company, Inc.'s, The Worcester Phoenix, Inc.'s, The Worcester Phoenix Limited Partnership's, TP Corporation's and TPI Equisystems Limited Partnership's right, title and interest in and to the Collateral.

SECTION 10. Release. EACH OF THE AMENDMENT PARTIES HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES THE AGENT AND THE LENDERS, AND THE AGENT'S AND THE LENDERS' PREDECESSORS, AGENTS, EMPLOYEES, CONSULTANTS, ADVISORS, ATTORNEYS, SUCCESSORS AND ASSIGNS, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AMENDMENT IS EXECUTED, WHICH ANY OF THE AMENDMENT PARTIES MAY NOW OR HEREAFTER HAVE AGAINST THE AGENT OR THE LENDERS AND THE AGENT'S AND THE LENDERS' PREDECESSORS, AGENTS, EMPLOYEES, CONSULTANTS, ADVISORS, ATTORNEYS, SUCCESSORS AND ASSIGNS, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE CREDIT AGREEMENT OR THE OTHER LOAN DOCUMENTS AND THE NEGOTIATION AND EXECUTION OF THIS AMENDMENT.

SECTION 11. Post-Closing Document. FNX hereby agrees to deliver to the Agent by no later than June 10, 2002, an amendment to the Revolving Leasehold Mortgage, Assignment of Leases and Security Agreement dated as of November 15, 2000 made by FNX in favor of Citibank, N.A., in form and substance satisfactory to the Agent, duly executed by FNX, and the Borrowers and the Affiliate Guarantors (including Infort, TPI and TP Partners) agree that FNX's failure to so deliver such amendment by June 10, 2002 shall constitute an Event of Default under the Credit Agreement.

SECTION 12. General Provisions.

(a) Effective as of the date of this Amendment, subject to the fulfillment of the conditions precedent set forth in Section 6 of this Amendment, the Agent and the Lenders hereby authorize each of TPI, TP Partners, New Stuff Company, Inc., The Worcester Phoenix, Inc. and The Worcester Phoenix Limited Partnership to file any and all Uniform Commercial Code termination statements as they reasonably shall deem to be necessary or required to release any and all security interests pledged by each such entity pursuant to the Loan Documents. The Agent and the Lenders agree, at the sole, joint and several, cost and expense of the Borrowers and the Affiliate Guarantors to perform any such acts (including, without limitation, the return of any original stock certificates or other pledged securities and the original blank transfer powers associated therewith and the execution and delivery of any documents necessary to reflect such release as it relates to real property liens) as shall be reasonably necessary or required to release the security interests granted by any of these entities in favor of the Agent and the Lenders under the Loan Documents.

(b) Except as herein expressly amended in this Amendment, all of the Loan Documents and all of the terms thereof are ratified and confirmed in all respects and shall remain in full force and effect and shall be binding upon the Amendment Parties in accordance with their terms.

(c) As of the effective date hereof, all references in any of the Loan Documents to "this Agreement," "hereof," "herein," or similar terms, shall mean and refer to such Loan Document as amended by this Amendment.

(d) This Amendment may be executed by the signatories hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. Delivery of a telecopied counterpart of the signature page hereof shall be deemed to be the equivalent of delivery of a manually executed original counterpart and shall be deemed effective as of the Agent's receipt thereof.

(e) This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed by its duly authorized officer, partner or member as of the day and year first above written.

CITIBANK, N.A., as Agent and as a Lender

By: [Signature]
Name:
Title:

THE BOSTON PHOENIX LLC

By: [Signature]
Name:
Title:

TELE-PUBLISHING, INC.

By: [Signature]
Name:
Title:

FNX BROADCASTING OF RHODE ISLAND LLC

By: [Signature]
Name:
Title:

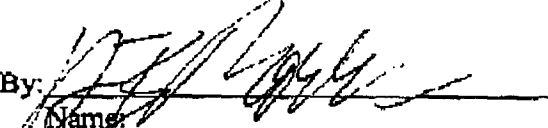
TP PARTNERS LIMITED PARTNERSHIP
By: TP Corporation, it General Partner

By: [Signature]
Name:
Title:

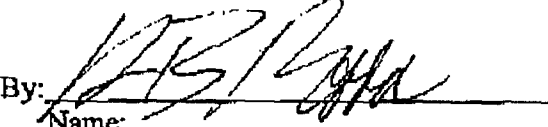
BRADCORP, INC.

By: [Signature]
Name:
Title:


FNX BROADCASTING LLC

By: 
Name:
Title:

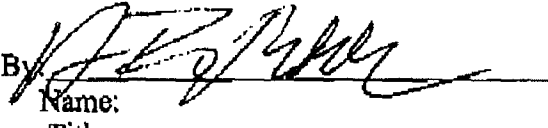
FNX BROADCASTING OF NEW HAMPSHIRE LLC

By: 
Name:
Title:

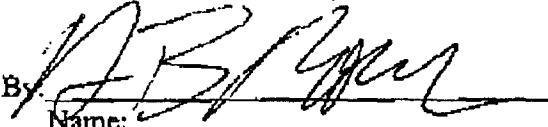
MCC BROADCASTING COMPANY, INC.

By: 
Name:
Title:


MASS WEB PRINTING COMPANY, INC.

By: 
Name:
Title:

NEW STUFF COMPANY, INC.

By: 
Name:
Title:

PHOENIX MEDIA VENTURES, INC.

By: 
Name:
Title:

PHOENIX MEDIA VENTURES LIMITED
PARTNERSHIP, by Phoenix Media Ventures, Inc.,
its General Partner

By: [Signature]
Name:
Title:

THE PORTLAND PHOENIX LLC

By: [Signature]
Name:
Title:

PNP COMMUNICATIONS CORP.

By: [Signature]
Name:
Title:

STUFF MAGAZINE LLC

By: [Signature]
Name:
Title:

THE WORCESTER PHOENIX, INC.

By: [Signature]
Name:
Title:

THE WORCESTER PHOENIX LIMITED
PARTNERSHIP, by The Worcester Phoenix, Inc.,
its General Partner

By: [Signature]
Name:
Title:

INFORT PARTNERS LIMITED PARTNERSHIP,
by Infort, Inc., its General Partner

By: [Signature]
Name:
Title:

Serial Number	Reg. Number	Registration Date/ (Filing Date)	Word Mark
75772614	75772614	(September 10, 1999)	PERSONAL POSSIBILITIES
75796637		(September 10, 1999)	PERSONAL POSSIBILITIES
75772355		(August 10, 1999)	PEOPLE2PEOPLE
75793533		(September 7, 1999)	GAY POSSIBILITIES
75772630		(August 10, 1999)	LESBIAN POSSIBILITIES
75772614		(August 10, 1999)	GAY MEN NOW
75772610		(August 10, 1999)	LESBIANS NOW
75772610	75772610	(August 10, 1999)	LESBIANS NOW