



12-07-2000

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

# DRINKER BIDDLE & REATH

1500 K Street, N.W.

Suite 1100

Washington, D.C. 20005-1209

(202) 842-8800

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12-28-2000



101564157

<p>1. NAME OF CONVEYING PARTY:  <b>The Boston Phoenix LLC</b>  A Delaware limited liability company  126 Brookline Avenue  Boston, Massachusetts 02215</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:  <b>Citibank, N.A.</b>  Chartered United States  425 Park Avenue  New York, New York 10022</p> <p><i>MED</i> <i>12.7.00</i></p>
<p>3. NATURE OF CONVEYANCE:  <input type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: November 20, 2000  3B. EFFECTIVE DATE: November 20, 2000</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:  Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:  Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:  <b>NONE.</b></p> <p>Additional numbers attached? <b>NO.</b></p>	<p>4B. TRADEMARK REGISTRATION NO(S).:  <b>Reg. No. 2,134,505 – EROTIC BOULEVARD</b>  Plus four (4) others</p> <p>Additional numbers attached? <b>YES.</b></p>
<p>Amy E. Carroll, Esq.  Drinker Biddle &amp; Reath LLP  Suite 1100  1500 K Street, N.W.  Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: <b>5</b></p> <p>7. TOTAL FEE: <b>\$140.00 - Check Enclosed</b></p> <p>8. CHARGE ADDITIONAL FEES TO: <b>DEPOSIT</b>  <b>ACCOUNT NO. 50-0573</b></p> <p>Our Ref: 20448.127848</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Amy E. Carroll</i>  Amy E. Carroll  Date: <u>12/5</u>, 2000  Page 1 of <del>2</del> <u>19</u></p>

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 6th day of December, 2000.

*[Handwritten signature]*

49.00 UP  
100.00 UP

DC3106531  
20448.127848

The Boston Phoenix LLC.

Serial Number	Reg. Number	Registration Date/ (Filing Date)	Word Mark
<del>75257717</del>	<del>2124505</del>	<del>February 3, 1998</del>	<del>EROTIC DOWNWARD</del>
73807485	1579610	January 23, 1990	PERSONAL CALL
73806802	1609733	August 14, 1990	PLS PHOENIX LITERARY SECTION
72431996	0984528	May 21, 1974	THE PHOENIX
72431868	0984527	May 21, 1974	THE BOSTON PHOENIX

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);

NOW, THEREFORE, for and in consideration of the credit extended by the Lenders under the Loan Documents, and intending to be legally bound hereby, the IP Debtors hereby covenant and agree as follows:

1. Definitions.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in, or by reference in, the Security Agreement. The following terms shall have the following meanings:

"Pledged Intellectual Property" shall mean, collectively, the Marks, the Patents and the Copyrights including all trademarks, patents and copyrights in which any IP Debtor shall have rights in the future as more fully discussed in Section 2.2 below.

"Proceeds" shall have the meaning assigned to such term under the Uniform Commercial Code and, in any event, shall also include without limitation (i) any and all proceeds of any guarantee, insurance or indemnity payable to Agent from time to time with respect to any of the Pledged Intellectual Property; (ii) any and all payments (in any form whatsoever) made or due and payable to an IP Debtor or the Agent from time to time as consideration for any confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Intellectual Property by any governmental authority; (iii) all proceeds of any sale, lease, license or other disposition of any of the Pledged Intellectual Property or rights therein or of any of the assets, properties and rights described in the definition of "Pledged Intellectual Property" whether or not the lien therein purportedly granted hereunder is valid or attaches or is perfected; and (iv) any and all other amounts from time to time paid or payable with respect to or in connection with any of the Pledged Intellectual Property.

"Qualified Interest Rate Protection Agreement" shall mean any Interest Rate Protection Agreement that is entered into by a Borrower or Affiliate Guarantor with any Lender that is approved by the Requisite Lenders or is otherwise permitted by the Credit Agreement.

"Senior Secured Obligations" shall mean collectively (a) the Senior Secured Obligations and (b) any obligations and liabilities now existing or arising under any Qualified Interest Rate Protection Agreements.

2. Security Agreement and Collateral Assignment.

2.1 Grant. To secure the full and timely payment and performance of the Senior Secured Obligations, the IP Debtors hereby pledge and grant to Agent (for the benefit of the Senior Secured Parties) a security interest in the Pledged Intellectual Property and all Proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits).

2.2 Future Intellectual Property. If, before the Senior Secured Obligations have been indefeasibly paid and/or performed in full and the Commitment is terminated, any IP Debtor shall (i) adopt, use, acquire or apply for registration of any trademark, service mark or trade name

(each deemed a "Future Mark"), (ii) apply for registration of any U.S. patent or obtain any U.S. patent or patent application (each deemed a "Future Patent"); or (iii) create or acquire any published or material unpublished works of authorship that is registered with the U.S. Copyright Office (each deemed a "Future Copyright") then the provisions of this Section 2 shall automatically apply thereto, and such IP Debtor shall give to Agent reasonably prompt notice thereof in writing. Such written notice shall act to modify this Agreement unilaterally by amending Schedule A, Schedule B or Schedule C hereto, as appropriate, to include any Future Mark, Future Patent or Future Copyright described therein.

2.3 Recordation. The IP Debtors agree that subsequent to the execution of this Agreement, and upon any amendment of Schedule A, Schedule B or Schedule C, an executed copy of this Agreement shall be recorded by the Agent at the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, as appropriate.

2.4 Debtor Pledges. Except as permitted under the terms of the Security Agreement and/or the Loan Documents, each IP Debtor agrees that it (a) will not assign, transfer, sell, hypothecate or encumber any of the Pledged Intellectual Property (except to a Borrower or Affiliate Guarantor which becomes party hereto); (b) will not take any action, nor enter into any license, royalty, assignment or other agreement which will conflict with such IP Debtor's obligations under this Agreement, or which has the effect of diluting, reducing the distinctiveness of or otherwise reducing the value of the Pledged Intellectual Property, including the unreasonable failure to maintain any patent or patent pending or unreasonably allowing for the abandonment of any trademark or service mark application or the cancellation or expiration of any trademark or service mark registration that, at such time, is used or useful in the business of such IP Debtor or from which such IP Debtor derives licensing or royalty income; (c) will give Agent five (5) days prior written notice of any proposed license, royalty, assignment or other agreement (except for a license, royalty, assignment or other agreement with a Borrower or Affiliate Guarantor) and (d) will actively defend any claim or allegation that any of the Pledged Intellectual Property infringes upon or misappropriates the proprietary rights of any third party and will actively pursue any third-party infringers of the Pledged Intellectual Property unless otherwise agreed to by the Agent.

2.5 Continuing Security Interest. This Agreement shall create a continuing security interest in the Pledged Intellectual Property and shall (i) remain in full force and effect until terminated pursuant to Section 2.6 below, (ii) be binding upon each IP Debtor, their successors and assigns, and (iii) inure to the benefit of Agent, the Senior Secured Parties and their respective successors, transferees and assigns, provided, however, that no IP Debtor shall be permitted to transfer or delegate any of its obligations hereunder, except to another IP Debtor or to any Borrower or Affiliate Guarantor which becomes an IP Debtor in the future by agreeing to be bound by the terms of this Agreement.

2.6 Release of Pledged Intellectual Property. This Agreement shall terminate and the lien created hereby shall be released as provided for the termination of the Security Agreement in Section XII(a) of the Security Agreement. Upon such termination of this Agreement or release of the security interest in any Pledged Intellectual Property granted hereunder, Agent shall promptly execute and deliver to the IP Debtors all instruments as may be necessary or proper to fully release the appropriate security interest pledged and granted hereunder, subject to any disposition

thereof which may have been made by Agent in accordance with the provisions of the Loan Documents.

2.7 Further Assurances. At any time and from time to time, upon reasonable request of Agent and at the sole expense of the IP Debtors, the IP Debtors will give, execute, file, transfer and record any further notice, financing statement, continuation statement, instrument, document or agreement that is necessary to create, preserve, continue, perfect, charge or validate the security interest pledged and granted hereunder or which Agent may consider necessary or desirable to exercise or enforce its rights hereunder with respect to such security interest.

3. Representations and Covenants with Respect to Pledged Intellectual Property.

3.1 Representations. The IP Debtors hereby represent and warrant, now and automatically upon each amendment of Schedule A, Schedule B or Schedule C, that:

(a) The IP Debtors are the sole and exclusive owner of the entire and unencumbered right, title and interest in the Pledged Intellectual Property, free and clear of any liens, charges and encumbrances except for those created hereunder;

(b) The IP Debtors are authorized to enter into this Agreement and perform its terms and this Agreement represents the legal, valid, binding and enforceable obligations of the IP Debtors subject only to bankruptcy, insolvency and similar laws affecting creditors rights;

(c) upon execution and recordation of this Agreement in the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, as appropriate, Agent, for the benefit of the Senior Secured Parties, shall have a valid first priority lien and security interest in all of the Pledged Intellectual Property, securing the Senior Secured Obligations;

(d) except as set forth on Schedule D hereto, there are no infringement actions filed or, to the actual knowledge of the IP Debtors, threatened against the Pledged Intellectual Property, and to the IP Debtors' actual knowledge, no person is engaging in any activity that in any way infringes upon any of the Pledged Intellectual Property;

(e) to the actual knowledge of the IP Debtors, their rights to the Pledged Intellectual Property are all valid, subsisting and enforceable;

(f) to the IP Debtors' actual knowledge, there are no other users of the Marks or variations thereof (other than the Borrowers and the Guarantors) that are similar enough to the Marks, with due regard to goods and services with which the respective Marks are used, as to be likely to cause confusion or mistake among consumers; and

(g) to the IP Debtors' actual knowledge, the Pledged Intellectual Property does not infringe any third-party patent, trademark or copyright or any other third-party proprietary right.

3.2 Conduct of Business; Quality Control. To preserve and protect the goodwill associated with the Marks, the IP Debtors covenant that they shall maintain the quality of the products and services sold under or in connection with the Marks and shall not at any time permit

any material impairment of the quality of such products and services, and will provide Agent with a certificate to such effect signed by an officer of the appropriate IP Debtor upon the reasonable request of the Agent therefor. The IP Debtors shall do any and all acts reasonably required by Agent to ensure their compliance with this Section.

3.3 Indemnification. Without limiting the generality of any indemnifications provided in the Security Agreement and the Loan Documents, the IP Debtors shall indemnify, defend and hold harmless Agent and each of the Senior Secured Parties, and each of their directors, officers, employees and agents, on demand, from and against any and all losses, claims, obligations, damages, fees, costs, liabilities, expenses or disbursements of any kind and nature whatsoever (including, but not limited to, reasonable fees and disbursements of counsel, interest, penalties, and amounts paid in settlement):

(a) which may be imposed on, incurred by or asserted against Agent or any Senior Secured Party, or any director, officer, employee or agent thereof, in any way related to or arising out of this Agreement, the assignment of the Pledged Intellectual Property, the use of the Pledged Intellectual Property, the alleged infringement by the IP Debtors of the intellectual property rights of others, any infringement action or other claim relating to the Pledged Intellectual Property, or the enforcement of any of the terms hereof, or

(b) incurred by Agent in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Pledged Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Intellectual Property;

(c) except only in each case such losses, claims, damages, liabilities or expenses were clearly and directly a result of the Agent's or a Senior Secured Party's gross negligence or willful misconduct.

3.4 Prosecution and Maintenance. Until the Senior Secured Obligations have been indefeasibly paid and/or performed in full, the IP Debtors shall have the duty (in each case to the extent such Pledged Intellectual Property is used or useful in the business of an IP Debtor or from which an IP Debtor derives licensing or royalty income): (i) with respect to the Marks, to prosecute diligently any applications for any Marks pending as of the date of this Agreement or thereafter filed, to maintain registrations for any Marks in effect as of the date of this Agreement or thereafter obtained, and to preserve and maintain all material rights in the Marks and any registrations thereof and/or the applications therefor; (ii) with respect to the Patents, to prosecute diligently any patent applications pending as of the date of this Agreement or thereafter acquired or filed and to maintain any Patents issued as of the date of this Agreement or thereafter issued; and (iii) with respect to the Copyrights, to register in the Copyright Office any material works of authorship material to the businesses of the IP Debtors. Any expenses incurred in connection with such applications, registrations and/or maintenance activities shall be borne by the IP Debtors.

3.5 Enforcement of Intellectual Property Rights. During the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own or in the IP Debtors' name to enforce and protect rights to the Pledged Intellectual Property in which

event the IP Debtors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the IP Debtors shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section.

3.6 Responsibility of the IP Debtors. In furtherance and not limitation of the other provisions of this Section 3, neither Agent nor any Senior Secured Party shall have any duty or responsibility with respect to the Pledged Intellectual Property or its preservation. The IP Debtors acknowledge and agree that they have reviewed the terms of this Agreement with intellectual property counsel of their choosing and that the IP Debtors have determined that neither execution, delivery, nor performance of this Agreement by the IP Debtors, Agent or the Senior Secured Parties will in any way impair the Pledged Intellectual Property or the IP Debtors' right, title and interest therein, subject to the purpose of this Agreement which is to impose a lien thereon in favor of Agent and the Senior Secured Parties.

3.7 Reimbursement. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Pledged Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Intellectual Property, shall be borne and paid by the IP Debtors on demand.

#### 4. Events of Default and Remedies.

4.1 Rights of Agent. If any Event of Default shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Security Agreement and the Loan Documents, those allowed by law and the rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in any jurisdiction the law of which is applicable and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without advertisement, require the IP Debtors to assign of record the Pledged Intellectual Property to Agent (or its designees), and beneficially, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Pledged Intellectual Property or any interest that the IP Debtors have therein, and after deducting from the proceeds of said sale or other disposition of the Pledged Intellectual Property all reasonable expenses (including all reasonable expenses for brokers, fees and legal services), shall apply the residue of such proceeds toward the payment of the Senior Secured Obligations as set forth in the Security Agreement and/or the Loan Documents. Any remainder of the proceeds after payment in full of the Senior Secured Obligations under such circumstances shall be paid over to the IP Debtors. Prior notice of any sale or other such disposition of the Pledged Intellectual Property need not be given to the IP Debtors unless otherwise required by law (and if notice is required by law, it shall be given ten (10) days before the time of any intended public or private sale or other disposition of the Pledged Intellectual Property is to be made, which the IP Debtors hereby agree shall be reasonable notice of such sale or other disposition). At any such sale or other disposition, any holder of any Note (including renewals and substitutions therefor) or Agent may, to the extent



permissible under applicable law, purchase the whole or any part of or interest in the Pledged Intellectual Property sold, free from any right of redemption on the part of the IP Debtors, which right is hereby waived and released.

4.2 Power of Attorney. Effective immediately and automatically after, but only during the continuance of, an Event of Default, and in furtherance of and in accordance with Section 4.1, the IP Debtors hereby revocably authorize and empower Agent to make, constitute and appoint any officer or agent of Agent as it may select in its exclusive discretion, as IP Debtors' true and lawful attorney-in-fact, with the power to endorse their names on all applications, documents, papers and instruments necessary for Agent to use the Pledged Intellectual Property, or to grant or issue any exclusive or non-exclusive license under the Pledged Intellectual Property to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Pledged Intellectual Property, including any equipment associated therewith, to Agent or any third person. The IP Debtors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement, subject only to the limitations set forth herein.

4.3 Conduct of Business after Default. The parties understand and agree that the security interest with respect to the Pledged Intellectual Property as provided for in this Agreement, together with Collateral provided to Agent pursuant to the Security Agreement and the Loan Documents, will and is intended to permit Agent and its successors and assigns, during the continuance of an Event of Default as provided herein, to take title to and make use of all rights to the Pledged Intellectual Property in conjunction with the Collateral and to carry on the business of the IP Debtors to the extent permitted by the Loans Documents.

4.4 Proceeds of Collateral Disposition. During the continuance of an Event of Default, the IP Debtors shall establish and maintain at all times a trust account with Agent, and all Proceeds of any disposition of Pledged Intellectual Property shall be deposited directly and immediately into such account. The IP Debtors shall be responsible for all reasonable costs and fees arising with respect to such account at the standard rates. The IP Debtors expressly and irrevocably authorize and consent to the ability of Agent to charge such trust account, in its sole discretion, and recover from the funds on deposit therein, from time to time, and to apply such funds in payment (or partial payment) for any and all Senior Secured Obligations.

4.5 Deficiency. If proceeds referred to in Section 4.1 above are insufficient to pay the Senior Secured Obligations in full, the IP Debtors shall continue to be liable for the entire deficiency.

## 5. Miscellaneous Provisions.

5.1 Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Agreement shall be given and shall be effective as provided in the Credit Agreement.

5.2 No Waiver. No course of dealing between the IP Debtors or any other obligor on the Senior Secured Obligations and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof;

nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5.3 Remedies Cumulative. All of Agent's rights and remedies with respect to the Pledged Intellectual Property, whether established hereby or by the Security Agreement or the Loan Documents shall be cumulative and may be exercised singularly or concurrently.

5.4 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.


5.5 Amendment and Assigns. This Agreement is subject to modification only by a writing signed by the parties, except as specifically provided otherwise in Section 2.2 above. This Agreement shall be binding upon the IP Debtors and their successors and permitted assigns, but shall not be assignable by the IP Debtors, and shall inure to the benefit of Agent and the Senior Secured Parties.

5.6 Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York to the extent not governed, under applicable conflicts of laws principles or preemption, by the federal law of the United States of America.

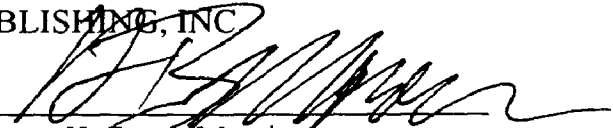
IN WITNESS WHEREOF, and intending to be legally bound hereby, the IP Debtors have executed this Agreement as of the day and year first above written.

BORROWERS:


THE BOSTON PHOENIX LLC

By:   
Name: H. Barry Morris  
Title: President

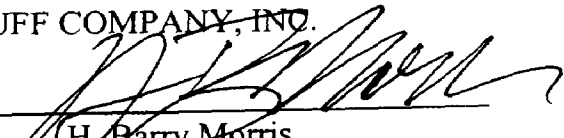
TELE-PUBLISHING, INC

By:   
Name: H. Barry Morris  
Title: President

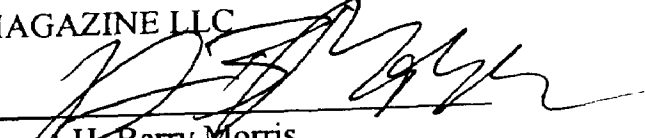
MCC BROADCASTING COMPANY, INC.

By:   
Name: H. Barry Morris  
Title: President

NEW STUFF COMPANY, INC.

By:   
Name: H. Barry Morris  
Title: President

STUFF MAGAZINE LLC

By:   
Name: H. Barry Morris  
Title: President

Notice Information for each IP Debtor

Address: Stephen Mindich  
c/o The Boston Phoenix LLC  
126 Brookline Avenue  
Boston, Massachusetts 02215  
Phone No.: (617) 859-3200  
Fax No.: (617) 859-3239

**With a copy to:**

**Nutter, McClennen & Fish, LLP  
One International Place  
Boston, Massachusetts 02110-2699  
Attention: Michael E. Mooney, Esq.  
Phone No.: (617) 439-2342  
Fax No.: (617) 310-9342**

**ACKNOWLEDGED BY AGENT:**

**CITIBANK, N.A. as Agent**

By: 

Name: Rhod Williams

Title: Vice President

**Notice Information**

Address: Credit Services Control  
425 Park Avenue  
New York, NY 10022  
Phone No.: (212) 559-4110  
Fax No.: (212) 793-0075  
Attention: Victoria Alden

*With a copy to:*

Investment Finance  
153 East 53<sup>rd</sup> Street  
New York, NY 10022  
Attn: Gary Anderson, Vice President  
Phone No.: (212) 559-4916  
Fax No.: (212) 527-9106

**Wire Transfer Information**

Citibank Bank, N.A.  
Commercial Loans  
New York, NY  
ABA Number: 021-000089  
Attention: Victoria Alden  
Re: Boston Phoenix LLC

TRADEMARK  
REEL: 002201 FRAME: 0497

**SCHEDULE A****TRADEMARKS****MCC Broadcasting Company, Inc.**

Serial Number	Reg. Number	Registration Date/ (Filing Date)	Word Mark
75794903	2364636	July 4, 2000	ASLEEP AT THE WHEEL
75434881	2262573	July 20, 1999	BOSTON'S REAL ALTERNATIVE
75421058	2228283	March 2, 1999	WHAT THE FUTURE SOUNDS LIKE
75203306	2174389	July 21, 1998	RADIO ANARCHY BOSTON
75188300	2165207	June 16, 1998	SPIN CYCLE
75027399	2020738	December 3, 1996	THE ONLY ALTERNATIVE
75027207	2020735	December 3, 1996	THERE IS NO ALTERNATIVE
74451554	1905605	July 18, 1995	ONE IN TEN IN (stylized)
74451553	1898877	June 13, 1995	ONE IN TEN
74440832	1848760	August 9, 1994	ONE IN TEN
74361521	1798211	October 12, 1993	ROCK THE BOAT RADIO
74440833	1882551	March 7, 1995	ONE IN TEN (and design)

**Tele-Publishing, Inc.**

Serial Number	Reg. Number	Registration Date/ (Filing Date)	Word Mark
76010614		(March 27, 2000)	PEOPLETWOPEOPLE
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
75257819	2144557	March 17, 1998	AIRDATE

**The Boston Phoenix LLC.**

Serial Number	Reg. Number	Registration Date/ (Filing Date)	Word Mark
75257717	2134505	February 3, 1998	EROTIC BOULEVARD
73807485	1579610	January 23, 1990	PERSONAL CALL
73806802	1609733	August 14, 1990	PLS PHOENIX LITERARY SECTION
72431996	0984528	May 21, 1974	THE PHOENIX
72431868	0984527	May 21, 1974	THE BOSTON PHOENIX

**New Stuff Company, Inc.**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Registration Date/ (Filing Date)</b>	<b>Word Mark</b>
75402897	2287157	October 19, 1999	STUFF MAGAZINE

**Stuff Magazine LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Registration Date/ (Filing Date)</b>	<b>Word Mark</b>
75402495	2228016	March 2, 1999	STUFF @ NIGHT



**SCHEDULE B****PATENTS****Tele-Publishing, Inc.**

<b>Patent Number</b>	<b>Patent Date</b>	<b>Inventor(s)</b>	<b>Assignee</b>	<b>Abstract</b>
6,073,105	Jun. 6, 2000	Sutcliffe, Andrew B.; Kramer, David S.; Dunn, Kevin A.	Tele-Publishing, Inc.	<b>Interactive personals online network method and apparatus</b>
6,058,367	May 2, 2000	Sutcliffe; Andrew B, Dunn; Kevin A.	Tele-Publishing, Inc.	<b>System for matching users based upon responses to sensory stimuli</b>
6,052,122	Apr. 18, 2000	Sutcliffe; Andrew B, Dunn; Kevin A.	Tele-Publishing, Inc.	<b>Method and apparatus for matching registered profiles</b>
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**SCHEDULE D**

**INFRINGEMENT ACTIONS/  
SIMILAR MARKS**

None.

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