

02-21-2003

FC
(R)
OI



102369656

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2-21-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

American Media Operations, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Supplement to Security Agreement
- Merger
- Change of Name

Execution Date: January 23, 2003

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

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 patent number(s):

A. Trademark Application No.(s)

Please see attached Schedules

B. Trademark Registration No.(s)

Please see attached Schedules

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 3.41): \$ 1140⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/24/2003 DBYRNE 00000016 75055141

DO NOT USE THIS SPACE

01 10:0521 40.00 DP
02 10:0522 1100.00 DP

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.

Maha Hussain
Name of Person Signing

Signature

February 11, 2003
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assnments

AMERICAN MEDIA OPERATIONS, INC.
TRADEMARK REPORT

TRADEMARK	IC	SERIAL #	FILE DATE	REG #	REG DATE	AFF. DUE	NEXT RENEWAL	STATUS	OWNER
BAT BOY	16	75055141	2/8/1996	2075247	7/1/1997	7/1/2003	7/1/2007	Registered	American Media Operations, Inc.
BECKY DUCK		78174097	10/14/2002					Pending	American Media Operations, Inc.
BEST DETECTIVE CASES	16	75503715	6/16/1998	2264893	7/27/1999	7/27/2005	7/27/2009	Registered	American Media Operations, Inc.
BIG FOOT	16	74538538	6/16/1994	1892819	5/2/1995		5/2/2005	Registered	American Media Operations, Inc.
BOUGHT TO BE READ	16	78109007	2/15/2002					Pending	American Media Operations, Inc.
BUCKY DUCK		78174110	10/14/2002					Pending	American Media Operations, Inc.
COUNTRY MUSIC	16	74503913	3/18/1994	1944995	1/2/1996		1/2/2006	Registered	American Media Operations, Inc.
COUNTRY WEEKLY (Supplemental Register)	16	74485677	2/2/1994	1928759	10/17/1995		10/17/2005	Registered	American Media Operations, Inc.
COUNTRY WEEKLY	16	75701053	5/7/1999	2372499	8/1/2000	8/1/2006	8/1/2010	Registered	American Media Operations, Inc.
COUNTRY WEEKLY	42	75116052	6/7/1996	2489717	9/18/2001	9/18/2007	9/18/2011	Registered	American Media Operations, Inc.
DESIGN (of a star within a dark square)	16	73217522	5/29/1979	1230662	3/8/1983		3/8/2013	Registered	American Media Operations, Inc.
DETECTIVE CASES	16	75504573	6/18/1998	2264901	7/27/1999	7/27/2005	7/27/2009	Registered	American Media Operations, Inc.
DETECTIVE DRAGNET	16	75504574	6/18/1998	2267140	8/3/1999	8/3/2005	8/3/2009	Registered	American Media Operations, Inc.
DETECTIVE FILES	16	75503713	6/18/1998	2303713	12/28/1999	12/28/2005	12/28/2009	Registered	American Media Operations, Inc.
ENQUIRING MINDS WANT TO KNOW	16	74702771	7/17/1995	2025072	12/24/1996	12/24/2002	12/24/2006	Registered	American Media Operations, Inc.
ENQUIRING MINDS WANT TO KNOW	42	75244829	2/20/1997	2140706	3/3/1998	3/3/2004	3/3/2008	Registered	American Media Operations, Inc.
GLOBE	16	74060376	3/12/1990	1639082	3/26/1991		3/25/2011	Registered	American Media Operations, Inc.
HEADQUARTERS DETECTIVE	16	75503714	6/18/1998	2264892	7/27/1999	7/27/2005	7/27/2009	Registered	American Media Operations, Inc.
INTERNATIONAL ASTROLOGICAL SOCIETY	16	74731935	9/18/1995	2013496	11/5/1996		11/5/2006	Registered	American Media Operations, Inc.
LUXURY LIFESTYLES OF THE RICH AND FABULO	16	74297188	7/23/1992	1776492	6/15/1993		6/14/2003	Registered	American Media Operations, Inc.
MICRO MAGS & MM DESIGN	16	75169313	9/20/1996	2241439	4/27/1999	4/27/2005	4/27/2009	Registered	American Media Operations, Inc.
MIDNIGHT HOROSCOPE	16	75797300	9/13/1999	2379440	8/22/2000	8/22/2006	8/22/2010	Registered	American Media Operations, Inc.
MINI MAG		74730349	9/18/1995	2042896	3/11/1997		3/10/2007	Registered	American Media Operations, Inc.
N MOTION: THE PLEASURE OF NOW	16	78100170	12/28/2001					Pending	American Media Operations, Inc.
N STEP: PLEASURE UP	16	78100179	12/28/2001					Pending	American Media Operations, Inc.
NATIONAL ENQUIRER	38	72128501	9/25/1961	736824	8/28/1962		8/28/2012	Registered	American Media Operations, Inc.
NATIONAL ENQUIRER	42	75116089	6/7/1996	2373131	8/1/2000	8/1/2006	8/1/2010	Registered	American Media Operations, Inc.
NATIONAL EXAMINER	16	78097907	12/7/2001	2625275				Registered	American Media Operations, Inc.

TRADEMARK	IC	SERIAL #	FILE DATE	REG #	REG DATE	AFF. DUE	NEXT RENEWAL	STATUS	OWNER
ROBO PRIEST		78136627	6/18/2002					Pending	American Media Operations, Inc.
SECRET WORD	16	75155774	8/26/1996	2085900	8/5/1997	8/5/2003	8/5/2007	Registered	American Media Operations, Inc.
SHEELA WOOD'S	16	74730403	9/18/1995	2045528	3/18/1997		3/18/2007	Registered	American Media Operations, Inc.
THE STAR	16	73182128	8/4/1978	1224966	1/25/1983		1/25/2013	Registered	American Media Operations, Inc.
*THE STAR	42	75116088	6/7/1996					Pending	American Media Operations, Inc.
STAR PEOPLE	16	75430247	2/6/1998	2464118	9/4/2001	9/4/2007	9/4/2011	Registered	American Media Operations, Inc.
STARTLING DETECTIVE	16	75503723	6/18/1998	2272051	8/24/1999	8/24/2005	8/24/2009	Registered	American Media Operations, Inc.
STREET PERFORMANCE COMPACT		78166869	9/23/2002					Pending	American Media Operations, Inc.
SUN	16	75160019	9/3/1998	2199246	10/27/1998	10/26/2004	10/27/2008	Registered	American Media Operations, Inc.
THE UNTOLD STORY	16	73162312	3/15/1978	1123246	7/31/1979		7/31/2009	Registered	American Media Operations, Inc.
TRUE POLICE CASES	16	75504728	6/18/1998	2251522	6/8/1999	6/8/2005	6/8/2009	Registered	American Media Operations, Inc.
TRUE POLICE YEARBOOK	16	75504411	6/18/1998	2268931	8/10/1999	8/10/2005	8/10/2009	Registered	American Media Operations, Inc.
Weekly World News	16	73816596	8/21/1989	1618718	10/23/1990		10/23/2010	Registered	American Media Operations, Inc.
Weekly World News	1625	74695839	6/30/1995	2017148	11/19/1996		11/19/2006	Registered	American Media Operations, Inc.
Weekly World News	4142	75043535	1/16/1996	2115136	11/25/1997	11/25/2003	11/25/2007	Registered	American Media Operations, Inc.
WHAT PEOPLE ARE WEARING	16	74305374	8/19/1992	1806043	11/23/1993		11/23/2003	Registered	American Media Operations, Inc.
WHAT PEOPLE ARE WEARING	16	74214113	10/21/1991	1748415	1/26/1993		1/26/2003	Registered	American Media Operations, Inc.
* files monitored by Darby & Darby									

TRADEMARK SUPPLEMENT dated as of January 23, 2003, to the Security Agreement dated as of May 7, 1999, among AMERICAN MEDIA OPERATIONS, INC., a Delaware corporation (the "*Borrower*"), AMERICAN MEDIA, INC., a Delaware corporation ("*Holdings*"), each subsidiary of Holdings party thereto (collectively, with Holdings, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), a New York banking corporation ("*JPMCB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and JPMCB, as administrative agent for the Lenders.

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

C. Pursuant to Section 4.03 of the Security Agreement, each Grantor authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement the Security Agreement by supplementing Schedule II, III, IV or V thereto or adding additional schedules thereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents and Trademarks. The Grantors have identified additional Trademarks as set forth on Schedule 1 hereto. The undersigned Grantors are executing this Supplement in order to facilitate supplemental filings to be made by the Collateral Agent with the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and each of the undersigned Grantors agree as follows:

SECTION 1. Schedule V of the Security Agreement is hereby supplemented, as applicable, by the information set forth in the Schedule 1 hereto.

SECTION 2. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one contract. This Supplement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement. This Supplement shall be construed as a separate Supplement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the undersigned Grantors hereby represents and warrants that the information set forth on Schedule 1 hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The undersigned Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

[The Remainder of this Page Intentionally Left Blank]

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

AMERICAN MEDIA OPERATIONS,
INC.,

By: Michael
Name: Michael Kahane
Title: Senior Vice President & General Counsel

AMERICAN MEDIA, INC.,

By: Michael
Name: Michael Kahane
Title: Senior Vice President & General Counsel

AM AUTO WORLD WEEKLY, INC.,

By: Michael
Name: Michael Kahane
Title: Senior Vice President & General Counsel

AMERICAN MEDIA CONSUMER
ENTERTAINMENT, INC.,

By: Michael
Name: Michael Kahane
Title: Senior Vice President & General Counsel

AMERICAN MEDIA CONSUMER
MAGAZINE GROUP, INC.,

By: Michael
Name: Michael Kahane
Title: Senior Vice President & General Counsel

AMERICAN MEDIA DISTRIBUTION &
MARKETING GROUP, INC.,

By: Michael
Name: Michael Kahane
Title: Senior Vice President & General Counsel

AMERICAN MEDIA PROPERTY
GROUP, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

AMERICAN MEDIA MINI MAGS, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

AMERICAN MEDIA NEWSPAPER
GROUP, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

AMI BOOKS, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

AMI FILMS, INC.,

By: Michael Kahane
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

COUNTRY MUSIC MEDIA GROUP, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

DISTRIBUTION SERVICES, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

GLOBE COMMUNICATIONS CORP.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

GLOBE EDITORIAL, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

MIRAGE EDITORIAL, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

NDSI, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

NATIONAL ENQUIRER, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

NATIONAL EXAMINER, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

STAR EDITORIAL, INC.,

By: Michael
Name: Michael Kahane
Title: **Senior Vice President & General Counsel**

JPMORGAN CHASE BANK, as Collateral
Agent,

By: *At. B. Ilow*
Name:
Title:

P-2222425.1:4300B:01/22/03-1:00a>>

RECORDED: 02/21/2003

TRADEMARK
REEL: 002675 FRAME: 0304