

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, as Agent for Secured Parties		07/19/2004	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Herald Media, Inc.
<b>Street Address:</b>	One Herald Square
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02118
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

<b>Name:</b>	Boston Herald, Inc.
<b>Street Address:</b>	One Herald Square
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02118
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

<b>Name:</b>	Herald Media Holdings, Inc.
<b>Street Address:</b>	One Herald Square
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02118
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

<b>Name:</b>	CP Media, Inc.
<b>Street Address:</b>	245 Second Avenue
<b>City:</b>	Needham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02194

OP \$440.00 2601455

Entity Type: CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2601455	CARFIND.COM
Registration Number:	2593360	HOMEFIND.COM
Registration Number:	2487547	SOMEBODY'S GOT TO SAY IT
Registration Number:	2438963	RESUME PORT
Registration Number:	2395203	TOWN ONLINE.COM
Registration Number:	2348082	JOBFIND TODAY
Registration Number:	2315509	JOBFIND.COM
Registration Number:	2308593	HR TODAY
Registration Number:	2294163	BOSTON HERALD
Registration Number:	2188302	JOBAGENT
Registration Number:	2174693	BUSINESSTODAY.COM
Registration Number:	2162265	BOSTON HERALD JOB FIND
Registration Number:	2069641	TOWNONLINE
Registration Number:	1967227	CAR FIND BOSTON HERALD
Registration Number:	1964483	BOSTON HERALD CAR FIND 1-800-689-CARS
Serial Number:	78030316	MW
Serial Number:	75200316	CARFIND

CORRESPONDENCE DATA

Fax Number: (919)416-8339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 919 286-8028  
Email: PTO\_TMconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 512485.5018 CLE

NAME OF SUBMITTER: Charles L. Evans

Total Attachments: 5

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**TRADEMARK**  
**REEL: 002969 FRAME: 0431**

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## TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST** dated as of July 19, 2004, from Canadian Imperial Bank of Commerce, as Agent for Secured Parties, a Canadian corporation (the "Secured Party"), to Herald Media, Inc., a Massachusetts corporation, CP Media, Inc., a Massachusetts corporation, Boston Herald, Inc., a Massachusetts corporation, and Herald Media Holdings, Inc., a Massachusetts corporation (the "Assignors").

### WITNESSETH:

**WHEREAS**, pursuant to the Security Agreement dated February 1, 2001 (the "Security Agreement") made by the Assignors (and the other parties signatory thereto) in favor of the Secured Party for the Lenders referenced therein, a security interest (the "Security Interest") was granted by the Assignors to the Secured Party, for the ratable benefit of the Lenders, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

**WHEREAS**, the Security Interest was recorded with the U.S. Patent & Trademark Office on February 8, 2001 at Reel 2241 Frame 0902; and

**WHEREAS**, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest, the Secured Party hereby states as follows:

1. **Definitions:** The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignors' right, title and interest of every kind and nature in:

(a) all of Assignors' United States and foreign patents and patent applications, including those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignors or accruing thereunder or pertaining thereto;

(b) all of Assignors' United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule A, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other

rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark;

(c) all of such Assignors' right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule A, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignors accruing thereunder or pertaining thereto;

(d) all license agreements regarding items (a)-(c) with any other party, whether such Assignors are a licensor or licensee under any such license agreement, including those listed on Schedule A, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignors and now or hereafter covered by such licenses; and

(e) all proceeds of any of the foregoing.

2. Release of Security Interest: The Secured Party hereby terminates, releases, discharges, quits claims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest by its duly authorized officer as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Agent for Secured Parties

By:   
Name: \_\_\_\_\_  
Title: **Keith Labbate**  
**Executive Director**  
**CIBC World Markets Corp. As Agent**

STATE OF NY )  
COUNTY OF NY )

ss.:

On this 19th day of July, 2004, before me personally appeared Keith Labbate to me known who, being by me duly sworn, did depose and say that he/she is Executive Director of CIBC, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted \_\_\_\_\_.

  
Notary Public

SABINE MITTON  
Notary Public, State of New York  
No. 01MI5034021  
Qualified in Kings County  
Commission Expires October 3, 2006

(Affix Seal Below)

**Schedule A**

**U.S. Patents**

None listed

**Foreign Patents**

None listed

**U.S. Trademarks**

**Registered Marks**

CARFIND.COM	2601455	7/30/02
HOMEFIND.COM	2593360	7/16/02
SOMEBODY'S GOT TO SAY IT	2487547	9/11/01
RESUME PORT	2438963	3/27/01
TOWN ONLINE.COM	2395203	10/17/00
JOBFIND TODAY	2348082	5/9/00
JOBFIND.COM	2315509	2/8/00
HR TODAY	2308593	1/18/00
BOSTON HERALD	2294163	11/23/99
JOBAGENT	2188302	9/8/98
BUSINESSTODAY.COM	2174693	7/21/98
BOSTON HERALD JOE FIND	2162265	6/2/98
TOWNONLINE	2069641	6/10/97
CAR FIND BOSTON HERALD	1967227	4/9/96
BOSTON HERALD CAR FIND 1-800-689-CARS	1964483	3/26/96

**Pending Applications**

MW and Design	78030316	10/12/00
CARFIND and Design	75200316	11/12/96

**Foreign Trademarks**

None listed

**U.S. Copyrights**

None listed

**Licenses**

None listed

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