

FORM PTO-1618A
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11-04-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100868162

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
09 02 98

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 02 98

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

National Banking

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

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01 FC:481
02 FC:482

40.00 DP
200.00 DP

fee OK

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 1807 FRAME: 0940

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Elizabeth G. Lowry

Name of Person Signing



Signature

10-6-98

Date Signed

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This agreement, effective as of September 2, 1998, is made between Network Publications, Inc. ("Borrower"), a Georgia corporation with its principal place of business at 2305 Newpoint Parkway, Lawrenceville, Georgia 30043-5530, and NationsBank, N.A. ("Bank"), a national banking association having an address of 600 Peachtree Street, 19th Floor, Atlanta, Georgia 30308.

WHEREAS, Borrower is the owner of all right, title, and interest in and to certain marks, including, but not limited to, the marks set forth on Exhibit 1, together with the goodwill of the business symbolized thereby, and any and all registrations of and applications for registration of said marks (collectively, the "Marks");

WHEREAS, pursuant to that certain Security Agreement, dated as of July 3, 1997, as amended and restated pursuant to that certain Amended and Restated Security Agreement dated as of July 31, 1998, as further amended by that certain First Amendment to Amended and Restated Security Agreement dated as of September 2, 1998, (as so amended, restated, and further amended, the "Security Agreement"), Borrower pledged to Bank, as security for all then existing and future indebtedness of Borrower to Bank, all of Borrower's assets, including without limitation, all of Borrower's trademarks and trade names, whether then owned or thereafter acquired, which trademarks and trade names include, without limitation, the Marks; and

WHEREAS, Borrower and Bank desire to further evidence Borrower's grant of a security interest in the Marks to Bank, as described above;

NOW, THEREFORE, for and in consideration of the above premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby

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acknowledged, and to induce Bank to extend certain additional financial accommodations to Borrower as of September 2, 1998, the parties agree as follows:

1. Definitions. Capitalized terms used herein without definition are as defined in the Security Agreement.

2. Grant of Security Interest. Borrower hereby sells, conveys, transfers and assigns to Bank, its successors and assigns, a security interest in and to the Marks, together with the goodwill of its business symbolized thereby, the right to sue for past, present and future infringements of the Marks, and any and all current or hereinafter acquired registrations of the Marks, to secure the payment and performance of the Secured Obligations of Borrower.

3. Default. Upon the occurrence and continuance of an Event of Default, Bank shall have, in addition to all other rights and remedies given to it by law, all of the rights and remedies with respect to the Marks provided to it under the terms of the Security Agreement and under that certain First Amended and Restated Loan Agreement dated as of September 2, 1998 by and among Borrower, Bank, and Network Communications, Inc. (as the same may be amended from time to time, the "Loan Agreement") and under the Loan Documents (as defined in the Loan Agreement).

4. Defeasance. Upon complete satisfaction of the Secured Obligations of Borrower, the Bank shall execute a release of the security interest granted under this Agreement.

5. Miscellaneous.

a. Applicable Law. The validity and effect of this Assignment of Security Interest in Trademarks is governed by and construed in accordance with the laws of the State of Georgia

b. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 2nd day of September, 1998.

NATIONSBANK, N.A.

By: Chelorell Bergson
Title: Senior Vice President

NETWORK PUBLICATIONS, INC.

By: Jay M. McDonald
Title: President & CEO

EXHIBIT 1**REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. APARTMENT BLUE BOOK	1,851,209	08/23/94
2. APARTMENT BLUE BOOK	2,057,413	04/29/97
3. THE REAL ESTATE BOOK	1,996,435	08/27/96
4. UNIQUE HOMES	1,241,668	06/07/83
5. UNIQUE HOMES THE REGISTER	2,016,214	11/12/96
6. ELITE THE YEAR'S MOST EXCLUSIVE HOMES (stylized)	2,017,289	11/19/96
7. THE REGISTER (stylized)	1,949,766 (supplemental register)	01/16/96
8. UNIQUE HOMES (stylized)	1,734,744	11/24/92

APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Filing Date</u>
1. UNIQUE HOMES REFERRAL NETWORK	74/727,225	09/11/95

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