

12-03-2002
TRADE
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
HPC Interactive LLC *11-25-02*
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company
Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: R.E. Ventures, Inc.
Internal Address: _____
Street Address: 230 Lakeview Avenue
City: Atlanta State: GA Zip: 30305
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Georgia
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: November 15, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/718, 994
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2, 366, 117
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: D. Landon Buffington, Esq.
Internal Address: _____
Holland & Knight LLP
Street Address: Suite 2000
1201 W. Peachtree Street, NE
City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(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.
D. Landon Buffington [Signature] November 19, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

12/02/2002 GT0N11 00000173 75718994
01 FC:0521
02 FC:0522
40.00 OP
25.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002626 FRAME: 0036

**INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

Intellectual Property Collateral Assignment and Security Agreement (this "**Assignment**"), dated effective as of November 15, 2002, by and between HPC Interactive, LLC, a Delaware limited liability company with its principal place of business in Norcross, Georgia ("**Grantor**"), and R.E. Ventures, a Georgia corporation with its principal place of business in Atlanta, Georgia ("**Secured Party**"). Grantor and Secured Party may be individually referred to as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Grantor and Secured Party are parties to that certain Asset Purchase Agreement, dated of even date herewith (as the same may be amended from time to time, the "**Agreement**"), which provides for (1) Secured Party's sale of certain assets to Grantor, the payment for which is in installments; and (2) the Grantor's grant to Secured Party of a security interest in the property described in Section 1 below;

WHEREAS, Secured Party has required, as a condition to transferring all of its right, title, and interest in and to said assets to Grantor, pursuant to the terms of the Agreement, that Grantor execute and deliver to Secured Party this Assignment; and

WHEREAS, Grantor and Secured Party desire to secure Grantor's obligation to pay the Purchase Price (including, without limitation, all Installment Amounts) to Secured Party as and when due under and as defined in the Agreement (collectively, the "**Obligations**") by a pledge of the property described in Section 1 below, all in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. COLLATERAL ASSIGNMENT. To secure the complete and timely satisfaction of the Obligations, Grantor hereby grants, conveys, and assigns to Secured Party all of Grantor's right, title, and interest in and to the following (collectively, the "**Collateral**"):

- (i) the InterNIC registration for the Internet domain name "realestate.com" (the "**Domain Name**"),
- (ii) any and all right, title, and interest in and to the trademark "realestate.com" that was transferred to Grantor pursuant to the Agreement (together with all registrations and applications for registration therefor) (the "**Mark**"),
- (iii) all goodwill associated with the Domain Name or the Mark or both of them,
- (iv) the renewals, extensions, and modifications of the Domain Name and the Mark,
- (v) all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to the Domain Name or the Mark or both of them, including but not limited to damages and payments for past or future infringements, dilution, or improper use of the Domain Name or the Mark,

- (vi) all rights corresponding to Domain Name or the Mark or both of them, including but not limited to the right to sue and recover for past, present, and future infringements, dilution, or improper use of the Domain Name or the Mark or both of them, and
- (vii) all other proceeds and products of the foregoing, including but not limited to any rights pursuant to its agreements with any other party relating to the foregoing.

2. SCOPE. The assignment of the Collateral herein creates a security interest in all of the Collateral and, upon due filing of the requisite UCC-1 financing statement in the State of Georgia, will have priority over all other security interests in the Collateral, except as otherwise required by applicable law. Secured Party's rights to the Collateral will be worldwide and will not require the payment of any royalties or other related charges by Secured Party to Grantor or any other person.

3. COVENANTS. During the Term, except as may otherwise be provided in the Agreement and except with the prior written consent of Secured Party, Grantor:

- (i) Will not enter into any agreement inconsistent with Grantor's obligations under this Assignment.
- (ii) Will use commercially reasonable efforts to preserve and protect the Collateral and will file applications with respect thereto when it is commercially reasonable to do so, giving due consideration to the economic and strategic value and opinion of counsel as to desirability and feasibility of such application.
- (iii) Will promptly pay when due (except to the extent being contested in good faith by appropriate proceedings) all taxes and assessments upon the Collateral or for its use.
- (iv) Will use reasonable business judgment to preserve, maintain, and enforce against infringement, dilution, and improper use (in each case, to the extent material) of all Collateral; and will not, directly or indirectly, take any action that would materially impair, or fail to take any action the absence of which would materially impair, the validity or enforceability of any rights with respect to the Collateral.
- (v) Will not voluntarily create, incur, or suffer or permit to be created or incurred or to exist any lien or security interest upon or against any of the Collateral that is prior in right to that of Secured Party.

4. TERM. The period of effectiveness of this Assignment (the "**Term**") will begin on the earlier of: (i) the execution of this Assignment by Grantor and Secured Party or (ii) the effectiveness of the Agreement. Said period will end at the later of: (a) the complete satisfaction of the Obligations or (b) the date the Agreement becomes without further force and effect.

5. TERMINATION. This Assignment is made for collateral purposes only. At the end of the Term, all of Secured Party's right, title, and interest in and to the Collateral will automatically revert to Grantor. In such event, Secured Party will execute and deliver to Grantor all termination statements and other instruments that are required to terminate Secured Party's security interest and to vest in Grantor all right, title, and interest in and to the Collateral, subject to any prior enforcement by Secured Party of its security interest as provided under this Assignment.

6. EXPENSES. Each Party will bear its own expenses of complying with the terms of this Assignment. Such expenses of compliance for Grantor will include, without limitation, the expenses of

maintaining the Collateral as provided in Section 3 of this Assignment. Such expenses of compliance for Secured Party will include, without limitation, the expenses of perfecting the security interest created by this Assignment.

7. **EVENTS OF DEFAULT.** An "Event of Default" will occur under this Assignment upon the happening of any of the following events:

- (i) Secured Party shall not have received payment of any Installment Amount (as defined in the Agreement) within 15 days following receipt by PRIMEDIA Inc., a Delaware corporation (on behalf of itself and Grantor) of written notice from Secured Party (delivered to PRIMEDIA Inc., 745 Fifth Avenue, New York, NY 10151, Attention: General Counsel) stating that such Installment Amount has not been received by Secured Party as of the applicable Installment Due Date (as defined in the Agreement).
- (ii) Grantor defaults in the performance of Section 3(i), (iii) or (v) of this Assignment, and such default remains unremedied ten (10) business days after Secured Party has provided Grantor written notice of such default.
- (iii) The dissolution or insolvency of Grantor, assignment for the benefit of creditors of Grantor, commencement of any proceeding under any bankruptcy or insolvency law by or against Grantor or appointment of a receiver for any part of the Collateral.

8. **REMEDIES.**

8.1 Upon the occurrence of an Event of Default, so long as such Event of Default has not been waived or cured, and after written notice from Secured Party to Grantor of Secured Party's intention to enforce its rights and claims in the Collateral, Secured Party is authorized and empowered to do any or all of the following:

- (i) take any or all of the Collateral as Secured Party's property (a "**Taking**");
- (ii) cause any or all of the Collateral to be sold at any *bona fide* public auction upon thirty (30) days' written notice to Grantor (a "**Sale**"); or
- (iii) bring suit and take any other action in its own name to enforce or otherwise protect, preserve, or realize upon the Collateral (a "**Suit**").

8.2 In the event of a Taking, Secured Party will apply the Collateral to the unpaid Obligations, valuing the Collateral at its fair market value on the date of such Taking, after first subtracting the costs of such Taking, which costs will include, without limitation, the cost of determining such fair market value. Secured Party may bid at any Sale and, in the event of a Sale, will apply the proceeds of such Sale first to the reasonable expenses attendant to the Sale, then to the unpaid Obligations. If the fair market value of the Collateral (in the event of a Taking) or the proceeds from any Sale exceed the sum of: (i) Secured Party's reasonable expenses attendant to such Taking or Sale; and (ii) the Obligations, then Secured Party will deliver the excess to Grantor.

8.3 Grantor will, at the request of Secured Party, and in connection with any Taking, Sale, Suit or any other action taken to enforce Secured Party's rights in the Collateral: (i) do any and all lawful acts and execute any and all instruments reasonably required by Secured Party; and (ii) reimburse and indemnify Secured Party for all reasonable expenses incurred by Secured Party pursuant to such enforcement.

9. POWER OF ATTORNEY.

9.1 *Authorization.* Grantor hereby authorizes Secured Party, so long as an Event of Default shall have occurred and be continuing, to:

- (i) Make, constitute, and appoint any representative of Secured Party as Secured Party may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to endorse Grantor's name on all applications, documents, papers, and instruments necessary or desirable for Secured Party to give effect to the provisions of this Assignment and the intent of the Parties.
- (ii) Take any other actions with respect to the Collateral, consistent with this Assignment, as Secured Party deems in the best interest of Secured Party.
- (iii) Grant or issue any exclusive or non-exclusive license in connection with any of the Collateral to any person.
- (iv) Subject to the terms of any existing license agreement, assign, pledge, convey, or otherwise transfer title in or dispose of any or all of the Collateral to any person.

9.2. *Ratification.* Grantor hereby ratifies all that Secured Party, acting as Grantor's attorney-in-fact will lawfully do or cause to be done in accordance with the authorization granted under Section 9.1. This power of attorney is coupled with an interest and will be irrevocable during the Term.

10. CUMULATIVE REMEDIES. All of Secured Party's rights and remedies with respect to the Collateral, whether established by this Assignment or by the Agreement, or by any other agreements or by law, will be cumulative and may be exercised individually or concurrently. Secured Party will have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be used or rights thereto enforced. Grantor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Agreement but rather is intended to facilitate the exercise of such rights and remedies.

11. WAIVERS. No course of dealing between Grantor and Secured Party and no failure or delay of Secured Party to exercise any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. SEVERABILITY. The provisions of this Assignment are severable, and if any clause or provision is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part thereof, in such jurisdiction, and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment.

13. BINDING EFFECT; BENEFITS. This Assignment will be binding upon Grantor and its respective successors and assigns and will inure to the benefit of Secured Party, its nominees, successors, and assigns.


14. GENERAL. No Party is liable for its breach if such breach is due to an event beyond its reasonable control. All required notices must be in writing. This Assignment is governed by the internal law of the

State of Georgia, is the entire and exclusive set of terms and conditions for the assignment and disposition of the Collateral, supersedes conflicting terms of any letters or other documents issued under it, and may only be modified by a writing signed by all Parties (except as provided in Section 9.1. of this Assignment).

IN WITNESS WHEREOF, the Parties have executed this Assignment by their signature or the signature of their duly authorized representatives below, effective as of the date first written above.

GRANTOR:

HPC Interactive, LLC

Signed: 
Printed name: Beverly C. Chell
Title: Vice Chairman

SECURED PARTY:

R.E. Ventures

Signed: _____
Printed name: Jeffrey M. Gray
Title: Chief Financial Officer

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WITNESSETH:

WHEREAS, Grantor and Secured Party are parties to that certain Asset Purchase Agreement, dated of even date herewith (as the same may be amended from time to time, the "**Agreement**"), which provides for (1) Secured Party's sale of certain assets to Grantor, the payment for which is in installments; and (2) the Grantor's grant to Secured Party of a security interest in the property described in Section 1 below;

WHEREAS, Secured Party has required, as a condition to transferring all of its right, title, and interest in and to said assets to Grantor, pursuant to the terms of the Agreement, that Grantor execute and deliver to Secured Party this Assignment; and

WHEREAS, Grantor and Secured Party desire to secure Grantor's obligation to pay the Purchase Price (including, without limitation, all Installment Amounts) to Secured Party as and when due under and as defined in the Agreement (collectively, the "**Obligations**") by a pledge of the property described in Section 1 below, all in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. COLLATERAL ASSIGNMENT. To secure the complete and timely satisfaction of the Obligations, Grantor hereby grants, conveys, and assigns to Secured Party all of Grantor's right, title, and interest in and to the following (collectively, the "**Collateral**"):

- (i) the InterNIC registration for the Internet domain name "realestate.com" (the "**Domain Name**"),
- (ii) any and all right, title, and interest in and to the trademark "realestate.com" that was transferred to Grantor pursuant to the Agreement (together with all registrations and applications for registration therefor) (the "**Mark**"),
- (iii) all goodwill associated with the Domain Name or the Mark or both of them,
- (iv) the renewals, extensions, and modifications of the Domain Name and the Mark,
- (v) all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to the Domain Name or the Mark or both of them, including but not limited to damages and payments for past or future infringements, dilution, or improper use of the Domain Name or the Mark,

- (vi) all rights corresponding to Domain Name or the Mark or both of them, including but not limited to the right to sue and recover for past, present, and future infringements, dilution, or improper use of the Domain Name or the Mark or both of them, and
- (vii) all other proceeds and products of the foregoing, including but not limited to any rights pursuant to its agreements with any other party relating to the foregoing.

2. **SCOPE.** The assignment of the Collateral herein creates a security interest in all of the Collateral and, upon due filing of the requisite UCC-1 financing statement in the State of Georgia, will have priority over all other security interests in the Collateral, except as otherwise required by applicable law. Secured Party's rights to the Collateral will be worldwide and will not require the payment of any royalties or other related charges by Secured Party to Grantor or any other person.

3. **COVENANTS.** During the Term, except as may otherwise be provided in the Agreement and except with the prior written consent of Secured Party, Grantor:

- (i) Will not enter into any agreement inconsistent with Grantor's obligations under this Assignment.
- (ii) Will use commercially reasonable efforts to preserve and protect the Collateral and will file applications with respect thereto when it is commercially reasonable to do so, giving due consideration to the economic and strategic value and opinion of counsel as to desirability and feasibility of such application.
- (iii) Will promptly pay when due (except to the extent being contested in good faith by appropriate proceedings) all taxes and assessments upon the Collateral or for its use.
- (iv) Will use reasonable business judgment to preserve, maintain, and enforce against infringement, dilution, and improper use (in each case, to the extent material) of all Collateral; and will not, directly or indirectly, take any action that would materially impair, or fail to take any action the absence of which would materially impair, the validity or enforceability of any rights with respect to the Collateral.
- (v) Will not voluntarily create, incur, or suffer or permit to be created or incurred or to exist any lien or security interest upon or against any of the Collateral that is prior in right to that of Secured Party.

4. **TERM.** The period of effectiveness of this Assignment (the "**Term**") will begin on the earlier of: (i) the execution of this Assignment by Grantor and Secured Party or (ii) the effectiveness of the Agreement. Said period will end at the later of: (a) the complete satisfaction of the Obligations or (b) the date the Agreement becomes without further force and effect.

5. **TERMINATION.** This Assignment is made for collateral purposes only. At the end of the Term, all of Secured Party's right, title, and interest in and to the Collateral will automatically revert to Grantor. In such event, Secured Party will execute and deliver to Grantor all termination statements and other instruments that are required to terminate Secured Party's security interest and to vest in Grantor all right, title, and interest in and to the Collateral, subject to any prior enforcement by Secured Party of its security interest as provided under this Assignment.

6. **EXPENSES.** Each Party will bear its own expenses of complying with the terms of this Assignment. Such expenses of compliance for Grantor will include, without limitation, the expenses of

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- (ii) Grantor defaults in the performance of Section 3(i), (iii) or (v) of this Assignment, and such default remains unremedied ten (10) business days after Secured Party has provided Grantor written notice of such default.
- (iii) The dissolution or insolvency of Grantor, assignment for the benefit of creditors of Grantor, commencement of any proceeding under any bankruptcy or insolvency law by or against Grantor or appointment of a receiver for any part of the Collateral.

8. **REMEDIES.**

8.1 Upon the occurrence of an Event of Default, so long as such Event of Default has not been waived or cured, and after written notice from Secured Party to Grantor of Secured Party's intention to enforce its rights and claims in the Collateral, Secured Party is authorized and empowered to do any or all of the following:

- (i) take any or all of the Collateral as Secured Party's property (a "**Taking**");
- (ii) cause any or all of the Collateral to be sold at any *bona fide* public auction upon thirty (30) days' written notice to Grantor (a "**Sale**"); or
- (iii) bring suit and take any other action in its own name to enforce or otherwise protect, preserve, or realize upon the Collateral (a "**Suit**").

8.2 In the event of a Taking, Secured Party will apply the Collateral to the unpaid Obligations, valuing the Collateral at its fair market value on the date of such Taking, after first subtracting the costs of such Taking, which costs will include, without limitation, the cost of determining such fair market value. Secured Party may bid at any Sale and, in the event of a Sale, will apply the proceeds of such Sale first to the reasonable expenses attendant to the Sale, then to the unpaid Obligations. If the fair market value of the Collateral (in the event of a Taking) or the proceeds from any Sale exceed the sum of: (i) Secured Party's reasonable expenses attendant to such Taking or Sale; and (ii) the Obligations, then Secured Party will deliver the excess to Grantor.

8.3 Grantor will, at the request of Secured Party, and in connection with any Taking, Sale, Suit or any other action taken to enforce Secured Party's rights in the Collateral: (i) do any and all lawful acts and execute any and all instruments reasonably required by Secured Party; and (ii) reimburse and indemnify Secured Party for all reasonable expenses incurred by Secured Party pursuant to such enforcement.

9. POWER OF ATTORNEY.

9.1 Authorization. Grantor hereby authorizes Secured Party, so long as an Event of Default shall have occurred and be continuing, to:

- (i) Make, constitute, and appoint any representative of Secured Party as Secured Party may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to endorse Grantor's name on all applications, documents, papers, and instruments necessary or desirable for Secured Party to give effect to the provisions of this Assignment and the intent of the Parties.
- (ii) Take any other actions with respect to the Collateral, consistent with this Assignment, as Secured Party deems in the best interest of Secured Party.
- (iii) Grant or issue any exclusive or non-exclusive license in connection with any of the Collateral to any person.
- (iv) Subject to the terms of any existing license agreement, assign, pledge, convey, or otherwise transfer title in or dispose of any or all of the Collateral to any person.

9.2. Ratification. Grantor hereby ratifies all that Secured Party, acting as Grantor's attorney-in-fact will lawfully do or cause to be done in accordance with the authorization granted under Section 9.1. This power of attorney is coupled with an interest and will be irrevocable during the Term.

10. CUMULATIVE REMEDIES. All of Secured Party's rights and remedies with respect to the Collateral, whether established by this Assignment or by the Agreement, or by any other agreements or by law, will be cumulative and may be exercised individually or concurrently. Secured Party will have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be used or rights thereto enforced. Grantor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Agreement but rather is intended to facilitate the exercise of such rights and remedies.

11. WAIVERS. No course of dealing between Grantor and Secured Party and no failure or delay of Secured Party to exercise any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. SEVERABILITY. The provisions of this Assignment are severable, and if any clause or provision is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part thereof, in such jurisdiction, and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment.

13. BINDING EFFECT; BENEFITS. This Assignment will be binding upon Grantor and its respective successors and assigns and will inure to the benefit of Secured Party, its nominees, successors, and assigns.


14. GENERAL. No Party is liable for its breach if such breach is due to an event beyond its reasonable control. All required notices must be in writing. This Assignment is governed by the internal law of the

State of Georgia, is the entire and exclusive set of terms and conditions for the assignment and disposition of the Collateral, supersedes conflicting terms of any letters or other documents issued under it, and may only be modified by a writing signed by all Parties (except as provided in Section 9.1. of this Assignment).

IN WITNESS WHEREOF, the Parties have executed this Assignment by their signature or the signature of their duly authorized representatives below, effective as of the date first written above.

GRANTOR:

HPC Interactive, LLC

Signed: 
Printed name: Beverly C. Chell
Title: Vice Chairman

SECURED PARTY:

R.E. Ventures

Signed: _____
Printed name: Jeffrey M. Gray
Title: Chief Financial Officer

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