



102378726

**RDATION FORM COVER SHEET
Trademarks**

1. **Name of conveying party:** Network Communications, Inc., a Georgia corporation

2. **Name and address of receiving party:**

12-11-02

Toronto Dominion (Texas), Inc.
909 Fannin Street
Suite 1700
Houston, TX 77010

3. **Nature of conveyance and execution date:** Grant of security interest to receiving party by conveying party pursuant to Trademark Security Agreement dated and executed as of June 28, 2002

4. **Application Number(s) or Registration Number(s):**

Trademark Application Numbers:

Trademark Numbers:

76142705

2,045,319

~~76340615~~

1,337,896

1,996,435

2,092,574

2,057,413

2,205,815

2,230,807

2,226,263

2,466,966

2,292,689

1,949,766

2,016,214

2,017,289

1,734,744

2,315,140

1,241,668

2,385,685

2,492,584

2,492,583

2,546,673

2,552,223

02/28/2003 TBIAZI 00000116 76142705

01 FC:8521 40.00 DP
02 FC:8522 550.00 DP

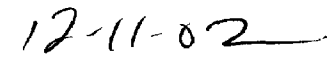
[end of list of numbers]

Mail correspondence concerning document to:

5. Raj Natarajan, Esq.
Powell, Goldstein, Frazer & Murphy LLP
191 Peachtree Street, N.E.
Sixteenth Floor
Atlanta, GA 30303
6. **Total number of applications and registrations involved:** twenty-three (23)
7. **Total fee (37 CFR 3.41), enclosed:** \$590.00
8. **Deposit account number:**
N/A
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.



Raj Natarajan



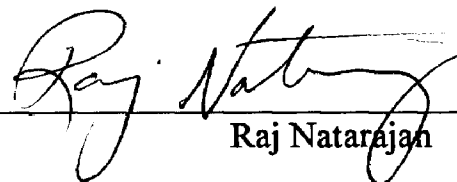
Date

Total Number of Pages for Cover Sheet: 2

Certificate of Express Mailing-37 C.F.R. 1.10

Express Mail mailing label number: **EF009191815US**

I hereby certify that this is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on December 06, 2002 and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.



Raj Natarajan

TRADEMARK SECURITY AGREEMENT
(NETWORK COMMUNICATIONS, INC.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between NETWORK COMMUNICATIONS, INC., a Georgia corporation (the "Pledgor"), and TORONTO DOMINION (TEXAS), INC. (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of June 28, 2002 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among Gallarus Media Holdings, Inc., as the Parent, the Pledgor, as the Borrower, the Lenders party thereto and the Administrative Agent.

R E C I T A L S:

A. The Pledgor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrowers Security Agreement, dated as of June 28, 2002 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Pledgor has granted to the Administrative Agent on behalf of the Secured Parties a lien and security interest in all Intangibles of the Pledgor, including, without limitation, all of the Pledgor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Pledgor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Administrative Agent on behalf of the Secured Parties a lien and continuing security interest in all of the Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and

dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

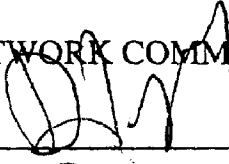
The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 28th day of June, 2002.

PLEDGOR:

NETWORK COMMUNICATIONS, INC.

By: 

Name: DANIEL MCCARTHY

Title: CHIEF EXECUTIVE OFFICER

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 28th day of June, 2002.

PLEDGOR:

NETWORK COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.
as Administrative Agent

By: *Lynn Chiswick*

Name: Lynn Chiswick

Title: VICE PRESIDENT

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

| Owner of Record | Mark | Reg. No | Reg. Date |
|--|--|-----------|-----------|
| Network Communications, Inc. ("Network") | Miscellaneous "N" and Global Design | 2,045,319 | 3/18/97 |
| Network | The Real Estate Book and design (old) | 1,337,896 | 5/28/85 |
| Network | The Real Estate Book (new) | 1,996,435 | 8/27/96 |
| Network | Real Estate Xtra and design | 2,092,574 | 9/2/97 |
| Network | Apartment Blue Book | 2,057,413 | 4/29/97 |
| Network | Realleader | 2,205,815 | 11/24/98 |
| Network | Senior Selections Mature Living Choices | 2,230,807 | 3/9/99 |
| Network | Senior Selections | 2,226,263 | 2/23/99 |
| Network | Intellirent | 2,466,966 | 7/10/01 |
| Network | The Real Estate Book | 2,292,689 | 11/16/99 |
| Network | The Register | 1,949,766 | 1/16/96 |
| Network | Unique Homes The Register | 2,016,214 | 11/12/96 |
| Network | Elite The Year's Most Exclusive Homes & Design | 2,017,289 | 11/19/96 |
| Network | Unique Homes (stylized) | 1,734,744 | 11/24/92 |
| Network | Unique Homes Referral Network | 2,315,140 | 2/8/00 |
| Network | Unique Homes | 1,241,668 | 6/7/83 |
| Network | Corporate Choices | 2,385,685 | 9/12/00 |
| Network | Myrealestatebook.com | 2,492,584 | 9/25/01 |
| Network | Realestatebook.com | 2,492,583 | 9/25/01 |
| Network | The Real Estate Book Online & Design | 2,552,223 | 3/26/02 |
| Network | My Real Estate Book & Design | 2,546,673 | 3/12/02 |
| Network | Apartment Finder Blue Book | 76142705 | |
| Network | New Home Finder & Design | 76340615 | |

FOREIGN TRADEMARKS

| Owner or Record | Country | Mark | Reg. No. | Reg. Date |
|-----------------|---------|---------------------------------|------------|-----------|
| Network | Canada | Unique Homes | TMA533,353 | 9/25/00 |
| Network | Canada | The Real Estate Book and design | TMA426825 | 5/6/94 |
| Network | Mexico | Housenotes | 530304 | 8/30/96 |
| Network | Mexico | Quick-List Cards | 530305 | 8/30/96 |

STATE TRADEMARKS

| Owner of Record | State | Mark | Reg. No. | Registration Date |
|-----------------|----------------|-------------------------------|------------------|-------------------|
| Network | Maryland | Real Estate Xtra! and design | 1996-S3523 | 4/17/96 |
| Network | Illinois | Real Estate Xtra! and design | 077,857 | 2/2/96 |
| Network | Kentucky | Real Estate Xtra! and design^ | 11049 | 2/2/96 |
| Network | California | Real Estate Xtra! and design | 045,999 | 5/20/96 |
| Network | Virginia | Real Estate Xtra! and design | 1987 | 2/12/96 |
| Network | Connecticut | Real Estate Xtra! and design^ | 9868 | 3/27/96 |
| Network | North Carolina | Real Estate Xtra! and design | Pending | |
| Network | South Dakota | Real Estate Xtra! and design | No number | 2/14/96 |
| Network | Oklahoma | Real Estate Xtra! and design | 27787 | 2/12/96 |
| Network | Wyoming | Real Estate Xtra! and design | 307654 | 2/12/96 |
| Network | Pennsylvania | Real Estate Xtra! and design | 2678747 | 2/12/96 |
| Network | Tennessee | Real Estate Xtra! and design | 0100 0594 | 2/14/96 |
| Network | Texas | Real Estate Xtra! and design | 55603 | 5/3/96 |
| Network | Idaho | Real Estate Xtra! and design | 15172 | 2/12/96 |
| Network | Massachusetts | Real Estate Xtra! and design | 52233 | 2/2/96 |
| Network | Missouri | Real Estate Xtra! and design | 13495 | 2/20/96 |
| Network | Wisconsin | Real Estate Xtra! and design | No number | 2/14/96 |
| Network | Montana | Real Estate Xtra! and design | T018768 (167-27) | 2/12/96 |
| Network | Arkansas | Real Estate Xtra! and design^ | 66-96 | 2/28/96 |
| Network | Colorado | Real Estate Xtra! and design | 961048099M | 4/8/96 |
| Network | Hawaii | Real Estate Xtra! and design | 203,019 | 2/5/97 |
| Network | Iowa | Real Estate Xtra! and design^ | W00101160 | 2/12/96 |
| Network | Kansas | Real Estate Xtra! and design | No number | 2/12/96 |
| Network | Louisiana | Real Estate Xtra! and design | No number | 2/9/96 |
| Network | Maine | Real Estate Xtra! and design | 19960172M | 2/2/96 |
| Network | Nebraska | Real Estate Xtra! and design | No number | 4/8/96 |
| Network | Nevada | Real Estate Xtra! and design^ | No number | 2/21/96 |
| Network | New Hampshire | Real Estate Xtra! and design | No number | 2/12/96 |
| Network | New Jersey | Real Estate Xtra! and design^ | 13872 | 3/25/96 |
| Network | Ohio | Real Estate Xtra! and design | SM69486 | 3/6/96 |
| Network | Oregon | Real Estate Xtra! and design^ | S30231 | 2/15/96 |
| Network | Rhode Island | Real Estate Xtra! and design | 96-2-7 | 2/12/96 |
| Network | Washington | Real Estate Xtra! and design^ | 024818 | 2/12/96 |
| Network | Alabama | Real Estate Xtra! and design | 106-717 | 4/18/96 |
| Network | Mississippi | Real Estate Xtra! and design | No number | 3/13/96 |
| Network | Florida | Real Estate Xtra! and design | T96000000468 | 4/30/96 |
| Network | Georgia | Real Estate Xtra! and design | S-15527 | 2/14/96 |

| | | | | |
|---------|-------------------|-------------------------------|-----------|---------|
| Network | Indiana | Real Estate Xtra! and design | 5010-3670 | 4/16/96 |
| Network | New York | Real Estate Xtra! and design | S15044 | 4/12/96 |
| Network | South Carolina | Real Estate Xtra! and design^ | No number | 2/23/96 |
| Network | Michigan | Real Estate Xtra! and design | M01-107 | 8/27/96 |
| Network | Georgia | Life on the Fairways | T-16060 | 2/23/96 |
| Network | Utah | Real Estate Xtra! and design | 036328 | 4/8/96 |
| Network | Delaware | Real Estate Xtra! and design | No number | 4/25/96 |