TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOMES & LAND, LLC		01/14/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	201 South College St.
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2230872	HOME DISCOVERIES

CORRESPONDENCE DATA

Fax Number: (704)353-3692
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704.331.5792
Email: docket@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower - 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0012418.00209
NAME OF SUBMITTER:	Marcia Siuda, Trademark Paralegal

Total Attachments: 7
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Execution Copy

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of January 14, 2004 by HOMES & LAND, LLC, a Delaware limited liability company (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (in such capacity, the "Administrative Agent") for the ratable benefit of the banks and other financial institutions from time to time parties to the Credit Agreement dated as of January 14, 2004 by and among ENDURANCE BUSINESS MEDIA, INC., a Delaware corporation, (the "Borrower"), ENDURANCE BUSINESS MEDIA HOLDINGS, LLC, a Delaware limited liability company (the "Parent"), the lenders who are or may become a party to the Credit Agreement (collectively, the "Lenders") and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

STATEMENT OF PURPOSE

The Grantor owns certain trademarks and service marks, including those trademark registrations listed on Schedule 1 annexed hereto; and

Pursuant to the terms of the Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among HOMES & LAND, LLC, a Delaware limited liability company (the "Grantor"), certain other grantors, and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Trademark Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by the Borrower under the Credit Agreement and the other Loan Documents described in the Credit Agreement. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Extensions of Credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

1. **Grant of Security Interest.** The Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether

TRADEMARK
REEL: 002794 FRAME: 0827

now existing or hereafter created or acquired, in order to secure the Obligations referred to herein:

(a) all Trademarks, including, without limitation, those referred to in Schedule 1 annexed hereto all divisions, reissues, extensions, continuations or renewals thereof;

(b) all Trademark Licenses and other agreements providing the Grantor with the right to use, or pursuant to which such Grantor provides the right to use any of the items described in Section 1(a) (other than any such agreement that by its terms prohibits the granting of a security interest therein) annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Section 1(a) or Section 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registration issued with respect to the Trademark application referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark License.

2. Other Security Interests. This security interest is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. Restrictions on Future Agreements. The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with such Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Administrative Agent, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which

would materially adversely affect the validity of enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. New Trademarks. The Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 constitute all of the Trademarks now owned by or licensed to such Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications of tradenames used in the United States or in any foreign country or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradenames used in the United Stated or foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. Lenders Not Liable. Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitations, any obligation to renew registration of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Grantor, the Administrative Agent and the Lenders and their successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by their duly authorized officer thereunto, all as of the date first set forth above.

HOMES & LAND, LLC, as Grantor,

By: _____
Name: Blair Schmidt - Fellner
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF FULTON

I, CAROLYN L. LAMBERT, a Notary Public for said County and State, do hereby certify that Blair Schmidt-Felher personally appeared before me this day and stated that he is Chief Executive Officer of Homes & Land, LLC and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14th day of January, 2004.

Notary Public

My commission expires:

1.5.08

[Trademark Security Agreement]

Agreed and Accepted as of the
14th day of January, 2004.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Jeffrey M. Graci
Name: Jeffrey M. Graci
Title: Director

Schedule 1
to Trademark
Security Agreement

Trademark/Service Mark	Owner	Registration Date	Registration Number	Country
HOME DISCOVERIES	Homes & Land, LLC.	3/9/1999	2,230,872	USA

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LIB: CH