

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Network Communications, Inc.		06/24/2004	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas), Inc.
Street Address:	77 King Street West
Internal Address:	18th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2057413	APARTMENT BLUE BOOK
Serial Number:	76580167	APARTMENT FINDER
Serial Number:	76498383	BLACK'S GUIDE
Registration Number:	2385685	CORPORATE CHOICES
Registration Number:	2466966	INTELLIRENT
Serial Number:	76499362	LIVINGCHOICES
Registration Number:	2822675	LIVINGCHOICES.COM
Serial Number:	76543997	MATURE LIVING CHOICES
Serial Number:	76162002	MY REAL ESTATE BOOK
Registration Number:	2492584	MYREALESTATEBOOK.COM
Registration Number:	2045319	N
Serial Number:	76482497	NEW HOME FINDER
Serial Number:	76494934	NEW LIVING CHOICES
Registration Number:	2492583	REALESTATEBOOK.COM
Registration Number:	2226263	SENIOR SELECTIONS

OP \$590.00 2057413

Registration Number:	2230807	SENIOR SELECTIONS MATURE LIVING CHOICES
Registration Number:	2292689	THE REAL ESTATE BOOK
Registration Number:	1337896	THE REAL ESTATE BOOK
Registration Number:	1996435	THE REAL ESTATE BOOK
Registration Number:	2552223	THE REAL ESTATE BOOK ONLINE
Registration Number:	1241668	UNIQUE HOMES
Registration Number:	1734744	UNIQUE HOMES
Registration Number:	2315140	UNIQUE HOMES REFERRAL NETWORK

CORRESPONDENCE DATA

Fax Number: (404)815-6555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048156500
Email: TMADMIN@KILPATRICKSTOCKTON.COM
Correspondent Name: William H. Brewster
Address Line 1: 1100 Peachtree Street
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 53046.287935

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Valetta A. Northcutt

Total Attachments: 7
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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 24, 2004 (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.

RECITALS:

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 24, 2004 (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 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 24th day of June, 2004.

PLEDGOR:

NETWORK COMMUNICATIONS, INC.

By: 

Name: Daniel McCarthy

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.
as Administrative Agent

By: _____

Name: Jim Bridwell

Title: Vice President

TRADEMARK

REEL: 002971 FRAME: 0451

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PLEDGOR:

NETWORK COMMUNICATIONS, INC.

By: _____

Name: Daniel McCarthy

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.
as Administrative Agent

By:  _____

Name: Jim Bridwell

Title: Vice President

TRADEMARK

REEL: 002971 FRAME: 0452

**SCHEDULE TO
TRADEMARK SECURITY AGREEMENT**

U.S. Federal Trademarks

Country	Trademark Description	Serial Number	Registration Date	Registration Status	Registration Number	Registration Date	Registration Status
USA	APARTMENT BLUE BOOK	75/117953	12-Jun-96	Registered	2057413	29-Apr-97	Registered
USA	APARTMENT FINDER	75/590157	10-Mar-04	Pending			Pending
USA	BLACK'S GUIDE	76/498383	10-Mar-03	Published			Published
USA	CORPORATE CHOICES	75/840899	04-Nov-99	Registered	2385685	12-Sep-00	Registered
USA	INTELLIRENT	75/843163	17-Feb-99	Registered	2466966	10-Jul-01	Registered
USA	LIVINGCHOICES	76/499362	11-Mar-03	Pending			Pending
USA	LIVINGCHOICES.COM (and design)	76/498424	10-Mar-03	Registered	2822875	16-Mar-04	Registered
USA	MATURE LIVING CHOICES	76/543997	28-Aug-03	Pending			Pending
USA	MY REAL ESTATE BOOK (and design)	76/162002	09-Nov-00	Registered	2546673	12-Mar-02	Registered
USA	MYREALESTATEBOOK.COM	76/151848	23-Oct-00	Registered	2492584	25-Sep-01	Registered
USA	N (and globe design)	74/603134	24-Oct-94	Registered	2045319	18-Mar-97	Registered
USA	NEW HOME FINDER (and design)	76/482487	13-Jan-03	Pending			Pending
USA	NEW LIVING CHOICES	76/494934	06-Mar-03	Allowed			Allowed
USA	REALESTATEBOOK.COM	76/151847	23-Oct-00	Registered	2492583	25-Sep-01	Registered
USA	SENIOR SELECTIONS	75/469707	17-Apr-98	Registered	2228263	23-Feb-99	Registered
USA	SENIOR SELECTIONS MATURE LIVING CHOICES	75/471084	17-Apr-98	Registered	2230807	09-Mar-99	Registered
USA	THE REAL ESTATE BOOK	75/562202	30-Sep-98	Registered	2292699	16-Nov-99	Registered
USA	THE REAL ESTATE BOOK (and design)	73/509250	16-Nov-84	Registered	1337896	28-May-85	Registered
USA	THE REAL ESTATE BOOK (and design)	74/567128	29-Aug-94	Registered	1696435	27-Aug-96	Registered
USA	THE REAL ESTATE BOOK ONLINE (and design)	76/162001	09-Nov-00	Registered	2552223	25-Mar-02	Registered
USA	UNIQUE HOMES	73/377396	29-Jul-82	Registered	1241698	07-Jun-83	Registered
USA	UNIQUE HOMES (stylized)	74/185753	17-Jul-91	Registered	1734744	24-Nov-92	Registered
USA	UNIQUE HOMES REFERRAL NETWORK	74/727225	11-Sep-95	Registered	2315140	08-Feb-00	Registered

U.S. State Trademarks

Alabama	APARTMENT FINDER	109-002	17-Nov-03	Registered
Alabama	REAL ESTATE XTRAI (and design)*	106-717	18-Apr-96	Registered
Arkansas	REAL ESTATE XTRAI (and design)*	66-96	28-Feb-96	Registered
California	REAL ESTATE XTRAI (and design)*	045999	20-May-96	Registered
Colorado	REAL ESTATE XTRAI (and design)*	961048088M	08-Apr-96	Registered
Connecticut	APARTMENT FINDER	2004-6648	19-Apr-04	Registered
Connecticut	REAL ESTATE XTRAI (and design)*	9368	27-Mar-96	Registered
Delaware	REAL ESTATE XTRAI (and design)*	N/A	25-Apr-96	Registered
Florida	REAL ESTATE XTRAI (and design)*	19600000468	30-Apr-96	Registered
Georgia	APARTMENT FINDER	T-20933	5-Nov-03	Registered
Georgia	LIFE ON THE FAIRWAYS	T-16060	23-Dec-86	Registered
Georgia	REAL ESTATE XTRAI (and design)*	S-15527	14-Feb-96	Registered
Hawaii	REAL ESTATE XTRAI (and design)*	203019	05-Feb-97	Registered
Idaho	REAL ESTATE XTRAI (and design)*	15172	12-Feb-96	Registered
Illinois	REAL ESTATE XTRAI (and design)*	077857	02-Feb-96	Registered
Indiana	APARTMENT FINDER	2004-0039	21-Jan-04	Registered
Indiana	REAL ESTATE XTRAI (and design)*	5010-3570	16-Apr-96	Registered
Iowa	REAL ESTATE XTRAI (and design)*	W00101150	15-Feb-96	Registered
Kansas	REAL ESTATE XTRAI (and design)*	N/A	12-Feb-96	Registered
Kentucky	REAL ESTATE XTRAI (and design)*	11049	02-Feb-96	Registered
Louisiana	REAL ESTATE XTRAI (and design)*	N/A	08-Feb-96	Registered
Maine	REAL ESTATE XTRAI (and design)*	19960172M	02-Feb-96	Registered
Maryland	REAL ESTATE XTRAI (and design)*	1996-S3523	17-Apr-96	Registered
Massachusetts	REAL ESTATE XTRAI (and design)*	52233	02-Feb-96	Registered
Michigan	REAL ESTATE XTRAI (and design)*	M01-107	27-Aug-96	Registered
Mississippi	REAL ESTATE XTRAI (and design)*	N/A	13-Mar-96	Registered
Missouri	REAL ESTATE XTRAI (and design)*	13495	20-Feb-96	Registered
Montana	REAL ESTATE XTRAI (and design)*	T018768	12-Feb-96	Registered
Nebraska	REAL ESTATE XTRAI (and design)*	96-8IP99437	09-Apr-96	Registered
New Hampshire	REAL ESTATE XTRAI (and design)*	RSA 250-A	12-Feb-96	Registered
New Jersey	APARTMENT FINDER	21597	22-Jan-04	Registered
New Jersey	REAL ESTATE XTRAI (and design)*	13872	25-Mar-96	Registered
New York	REAL ESTATE XTRAI (and design)*	S-15044	12-Apr-96	Registered

* These marks will be allowed to lapse at the end of their term.

State	Trademark	Serial No.	Registration Date	Registered
North Carolina	APARTMENT FINDER	1-17690	1-Dec-03	Registered
Ohio	REAL ESTATE XTRAI (and design) *	59486	06-Mar-96	Registered
Oklahoma	APARTMENT FINDER	12026822	9-Jan-04	Registered
Oklahoma	REAL ESTATE XTRAI (and design) *	27787	12-Feb-96	Registered
Oregon	REAL ESTATE XTRAI (and design) *	S-30231	15-Feb-96	Registered
Pennsylvania	APARTMENT FINDER	3192185	9-Jan-04	Registered
Pennsylvania	MATURE LIVING CHOICES	3185699	1-Dec-04	Registered
Pennsylvania	REAL ESTATE XTRAI (and design) *	2678747	12-Feb-96	Registered
Rhode Island	REAL ESTATE XTRAI (and design) *	96-2-7	12-Feb-96	Registered
South Carolina	APARTMENT FINDER	N/A	15-Dec-03	Registered
South Carolina	REAL ESTATE XTRAI (and design) *	SM 4	23-Feb-96	Registered
South Carolina	REAL ESTATE XTRAI (and design) *	N/A	14-Feb-96	Registered
South Dakota	APARTMENT FINDER	363647	1-Dec-03	Registered
Tennessee	REAL ESTATE XTRAI (and design) *	N/A	14-Feb-96	Registered
Tennessee	REAL ESTATE XTRAI (and design) *	56603	03-May-96	Registered
Texas	REAL ESTATE XTRAI (and design) *	036328	08-Apr-96	Registered
Utah	APARTMENT FINDER	6705	8-Jan-04	Registered
Virginia	REAL ESTATE XTRAI (and design) *	1987	12-Feb-96	Registered
Wisconsin	REAL ESTATE XTRAI (and design) *	N/A	14-Feb-96	Registered
Wyoming	REAL ESTATE XTRAI (and design) *	307654	12-Feb-96	Registered

Foreign Trademarks

Country	Trademark	Serial No.	Registration Date	Registered
Canada	THE REAL ESTATE BOOK (and design)	688638	18-Oct-90	Registered
Canada	UNIQUE HOMES	880202	02-Jun-98	Registered
Mexico	HOUSENOTES	270609	08-Aug-96	Registered
Mexico	QUICK-LIST CARDS	270610	08-Aug-96	Registered

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