

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.		01/07/2005	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Toronto Dominion (Texas), LLC
Street Address:	77 King Street West
Internal Address:	18th Floor
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5K 1A2
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 24

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
Registration Number:	2546673	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

OP \$615.00 2057413

Registration Number:	2492583	REALESTATEBOOK.COM
Registration Number:	2205815	REALLEADER
Registration Number:	2226263	SENIOR SELECTIONS
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: TADMIN@KILPATRICKSTOCKTON.COM
Correspondent Name: William H. Brewster
Address Line 1: 1100 Peachtree Street
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Valetta A. Northcutt
Signature:	/van/
Date:	03/09/2005

Total Attachments: 9
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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), LLC (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of January 7, 2005 (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 January 7, 2005 (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.

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IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 9th day of January, 2005.

PLEDGOR:

NETWORK COMMUNICATIONS, INC.

By: _____
Name: Daniel McCarty
Title: CEO

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), LLC,
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 7th day of January, 2005.


PLEDGOR:

NETWORK COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), LLC,
as Administrative Agent

By: 
Name: JIM BRIDWELL
Title: AUTHORIZED SIGNATORY

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Schedule 1
to
Trademark Security Agreement

Schedule 1
U.S. Federal Trademark Registrations and Applications

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
USA	APARTMENT BLUE BOOK	75/117953	12-Jun-96	2057413	29-Apr-97	Registered
USA	APARTMENT FINDER*	76/580167	10-Mar-04			Pending
USA	BLACK'S GUIDE	76/498383	10-Mar-03			Published
USA	CORPORATE CHOICES	75/840899	04-Nov-99	2385685	12-Sep-00	Registered
USA	INTELIRENT	75/643163	17-Feb-99	2466966	10-Jul-01	Registered
USA	LIVINGCHOICES	76/499362	11-Mar-03			Pending
USA	LIVINGCHOICES.COM (and design)	76/498424	10-Mar-03	2822675	16-Mar-04	Registered
USA	MATURE LIVING CHOICES	76/543997	28-Aug-03			Pending
USA	MY REAL ESTATE BOOK (and design)	76/162002	09-Nov-00	2546673	12-Mar-02	Registered
USA	MYREALESTATEBOOK.COM	76/151848	23-Oct-00	2492584	25-Sep-01	Registered
USA	N (and globe design)	74/603134	24-Oct-94	2045319	18-Mar-97	Registered
USA	NEW HOME FINDER (and design)	76/482497	13-Jan-03			Pending
USA	NEW LIVING CHOICES	76/494934	06-Mar-03			Allowed
USA	REALESTATEBOOK.COM	76/151847	23-Oct-00	2492583	25-Sep-01	Registered
USA	REALLEADER**	75/412380	30-Dec-97	2205815	24-Nov-98	Registered
USA	SENIOR SELECTIONS	75/469707	17-Apr-98	2226263	23-Feb-99	Registered
USA	SENIOR SELECTIONS MATURE LIVING CHOICES	75/471064	17-Apr-98	2230807	09-Mar-99	Registered
USA	THE REAL ESTATE BOOK	75/562202	30-Sep-98	2292689	16-Nov-99	Registered
USA	THE REAL ESTATE BOOK (and design)	73/509250	16-Nov-84	1337896	28-May-85	Registered
USA	THE REAL ESTATE BOOK (and design)	74/567128	29-Aug-94	1996435	27-Aug-96	Registered
USA	THE REAL ESTATE BOOK ONLINE (and design)	76/162001	09-Nov-00	2552223	26-Mar-02	Registered
USA	UNIQUE HOMES	73/377336	29-Jul-82	1241668	07-Jun-83	Registered
USA	UNIQUE HOMES (stylized)	74/185753	17-Jul-91	1734744	24-Nov-92	Registered
USA	UNIQUE HOMES REFERRAL NETWORK	74/727225	11-Sep-95	2315140	08-Feb-00	Registered

*NCI claims seeks exclusive nationwide use of the trademark APARTMENT FINDER with the exception of use in the following Colorado counties:

Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, El Paso, Gilpin, Jefferson, Park and Teller.

**NCI does not plan to renew this registration and has not made use of this trademark for at least five (5) years.

U.S. State Trademark Registrations

State	Trademark	Registration Number	Registration Date	Status
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)	961048099M	08-Apr-96	Registered
Connecticut	APARTMENT FINDER	2004-6649	19-Apr-04	Registered
Connecticut	REAL ESTATE XTRAI (and design)	9868	27-Mar-96	Registered
Delaware	REAL ESTATE XTRAI (and design)	N/A	25-Apr-96	Registered
Florida	REAL ESTATE XTRAI (and design)	T96000000468	30-Apr-96	Registered
Georgia	APARTMENT FINDER	T-20933	5-Nov-03	Registered
Georgia	LIFE ON THE FAIRWAYS	T-16060	23-Dec-96	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)	07867	02-Feb-96	Registered
Indiana	APARTMENT FINDER	2004-0039	21-Jan-04	Registered
Indiana	REAL ESTATE XTRAI (and design)	5010-3670	16-Apr-96	Registered
Iowa	REAL ESTATE XTRAI (and design)	W00101160	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	09-Feb-96	Registered
Maine	REAL ESTATE XTRAI (and design)	19960172M	02-Feb-96	Registered
Maine	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)	96-8/Page437	08-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
North Carolina	APARTMENT FINDER	T-17690	1-Dec-03	Registered
Ohio	REAL ESTATE XTRAI (and design)	69486	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

State	Trademark	Registration Number	Registration Date	Status
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	16-Dec-03	Registered
South Carolina	REAL ESTATE XTRAI (and design)	SM 4	23-Feb-96	Registered
South Dakota	REAL ESTATE XTRAI (and design)	N/A	14-Feb-96	Registered
Tennessee	APARTMENT FINDER	363647	1-Dec-03	Registered
Tennessee	REAL ESTATE XTRAI (and design)	N/A	14-Feb-96	Registered
Texas	REAL ESTATE XTRAI (and design)	55603	03-May-96	Registered
Utah	REAL ESTATE XTRAI (and design)	036328	08-Apr-96	Registered
Virginia	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 Trademark Registrations

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Canada	THE REAL ESTATE BOOK (and design)	668638	18-Oct-90	426825	06-May-94	Registered
Canada	UNIQUE HOMES	880202	02-Jun-98	533353	25-Sep-00	Registered
Mexico	HOUSENOTES	270609	08-Aug-96	530304	30-Aug-96	Registered
Mexico	QUICK-LIST CARD	270610	08-Aug-96	530305	30-Aug-96	Registered

TRADEMARK

REEL: 003043 FRAME: 0086

RECORDED: 03/09/2005