

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of security interest recorded at Reel 2400 Frame 0570		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, New York Agent		05/10/2005	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	TransWestern Publishing Company, LLC		
Street Address:	8344 Clairemont Mesa Blvd.		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92111		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1685310	TRANSWESTERN	
Registration Number:	1950842	PROJECT RECYCLE!	
Registration Number:	2104246	DESERT PAGES	
Registration Number:	2369545	COASTAL PAGES	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Renee M. Prescan		

CH \$115.00 1685310

Signature:

/Renee M. Prescan/

Date:

05/19/2005

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of May 10, 2005 (“Effective Date”) by and between **Canadian Imperial Bank of Commerce**, New York Agent, a Canadian chartered bank, with its office at 425 Lexington Avenue, New York, New York 10017, as Administrative Agent (“Grantee”) for several banks and other financial institutions party to the Credit Agreement (the “Lenders”) and **TransWestern Publishing Company, LLC**, a Delaware limited liability company, with its principal office at 8344 Clairemont Mesa Blvd., San Diego, California 92111 (“Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Grant of Security Interest in Trademark Rights by and between Grantor and Grantee dated June 28, 2001 (the “Trademark Security Agreement”), Grantor granted to Grantee a continuing security interest in and to all of Grantor’s right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Second Amended and Restated Credit Agreement by and among Grantor, Grantee, Lenders and others, dated June 28, 2001 (the “Credit Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on November 30, 2001 at Reel 2400, Frame 0570; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks, including, without limitation, those Trademarks listed on Schedule A hereto.

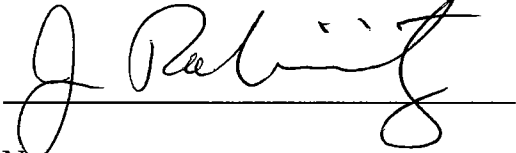
Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall, at Grantor’s expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**CANADIAN IMPERIAL BANK OF COMMERCE,
AS ADMINISTRATIVE AGENT**



Name: Jonathan Rabinowitz

Title: Executive Director
CIBC World Markets Corp. As Agent

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1685310	5/5/92	TRANSWESTERN
1950842	1/23/96	PROJECT RECYCLE!
2104246	10/7/97	DESERT PAGES
2369545	7/18/00	COASTAL PAGES