

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOMES & LAND, LLC		10/24/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION (Administrative Agent)		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	Charlotte Plaza CP-8		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2956309	EXECUTIVE HOMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3145		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704.331.7400		
<b>Email:</b>	docket@kennedycovington.com		
<b>Correspondent Name:</b>	Myra Askins-Sullivan		
<b>Address Line 1:</b>	214 North Tryon Street		
<b>Address Line 2:</b>	Hearst Tower, 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	12418.209		
<b>NAME OF SUBMITTER:</b>	Myra T. Askins-Sullivan		
<b>Signature:</b>	/Myra T. Askins-Sullivan/		

OP \$40.00 2956309

Date:

10/28/2005

**Total Attachments: 7**

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## 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 October 24, 2005 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 Amended and Restated Credit Agreement dated as of March 8, 2005 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 as of January 14, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Parent, the Borrower and certain of its Subsidiaries, as Grantors in favor of 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 first priority 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 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;

(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) and 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 Trademark Collateral, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark Collateral, (ii) injury to the goodwill associated with the use of any such Trademark Collateral, 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. The 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 provisions of the Collateral Agreement, the provisions of such 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, including all registrations and applications in connection therewith anywhere in the world or (ii) become entitled to the benefit of any Trademarks, including all registrations and applications in connection therewith anywhere in the world, 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, including all registrations and applications in connection therewith anywhere in the world and license agreements which are Trademark Collateral, as applicable, under Section 1 above or under this Section 4.

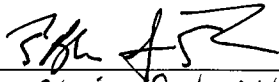
5. **Lenders Not Liable.** Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitation, any obligation to renew registration of or defend the validity, enforceability or distinctiveness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

ACKNOWLEDGMENT

STATE OF Georgia

COUNTY OF Fulton

I, Cardyn L. Lambert, a Notary Public for said County and State, do hereby certify that Blair Schmidt-Fellner personally appeared before me this day and stated that he is Chairman of Homes & Land, LLC and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 24 day of October, 2005.

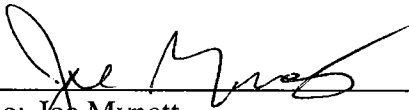
Cardyn L. Lambert  
Notary Public

My commission expires:

1.5.2008

Agreed and Accepted as of the  
24<sup>th</sup> day of October, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Joe Mynatt  
Title: Director



Schedule 1  
to Trademark Security Agreement

**I. Federal Trademark Registrations**

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
Executive Homes	Homes & Land, LLC	5/24/05	2956309	USA

**II. State Trademark Registrations**

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
Distinctive Homes and Lifestyles	Homes & Land, LLC	5/14/04	2004-0307	USA
Distinctive Homes and Living	Homes & Land, LLC	2/9/05	2005-0082	USA