

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omni Communications, Inc.		09/09/2005	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Network Communications, Inc.		
Street Address:	2305 Newpoint Parkway		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30043		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1944139	HOMETOUR	
CORRESPONDENCE DATA			
Fax Number:	(404)815-6555		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		
ATTORNEY DOCKET NUMBER:	51373.275985		
NAME OF SUBMITTER:	Valetta Northcutt		
Signature:	/val northcutt/		
Date:	12/06/2005		

OP \$40.00 1944139

900037325

TRADEMARK
REEL: 003205 FRAME: 0192

Total Attachments: 5

source=Omni Communications Purchase Agreement_Page_1#page1.tif

source=Omni Communications Purchase Agreement_Page_2#page1.tif

source=Omni Communications Purchase Agreement_Page_3#page1.tif

source=Omni Communications Purchase Agreement_Page_4#page1.tif

source=Omni Communications Purchase Agreement_Page_5#page1.tif

ASSET PURCHASE AGREEMENT

AGREEMENT, dated as of September 9, 2005, by and between NETWORK COMMUNICATIONS, INC., a Georgia corporation ("Buyer") with principal offices located at 2305 Newpoint Parkway, Lawrenceville, GA 30043, Omni Communications, Inc., its parents, affiliate or subsidiary (collectively "Seller") a Tennessee corporation with principal offices located at 1308 Callahan Road, Knoxville, TN 37912 and Jim Hackworth, a Tennessee resident, and Carol Hackworth, a Tennessee resident, both residing at 6608 Northboro, Knoxville, TN 37912 (collectively "Shareholders"),

WITNESSETH.

WHEREAS, Seller is the owner, publisher and distributor of *Home Tour Magazine Knoxville*, *Home Tour Magazine East Tennessee*, *Commercial Real Estate Guide* and *Prestigious Properties* (hereinafter the "Magazines") periodicals published in print and online advertising real estate for sale or lease and related information;

WHEREAS, Seller desires to sell and Buyer desires to acquire all assets used in the publication and distribution of the Magazines as further described below (hereinafter, collectively, all such intangible and tangible assets referred to as the "Business")

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, warranties, representations and conditions contained in this Agreement, it is hereby agreed as follows:

1 SALE OF ASSETS

1.1 Sale of Assets. Subject to the terms and conditions stated in this Agreement, Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, all of the following assets used in connection with the Business wherever located (the "Assets"):

(a) all of the Seller's right, title, and interest in and to all advertising and distribution agreements and contracts, whether oral or written, and all customer lists, distribution lists and other similar information relating to the customers and potential customers of the Business, such lists to include names, addresses, distribution point location information and price information as listed and further described on Schedule 1 1(a) attached hereto (the "Contracts");

(b) all of Seller's rights in the trademarks, trade names, service marks and logos (including common law rights of use and registrations and applications for registration of any of them) now or previously used by Seller in connection with the Magazines, including the registered trademarks and logos set forth on Schedule 1 1(b) together with the good will of the Business associated with the

Magazines and with those trademarks, trade names and logos of the Magazines;
and

(c) all of Seller's rights to copyrights (including common law rights of use and any registrations and applications for registration of any copyright), and all of Seller's rights to editorial material, photos, art work and files relating to the Magazines in any form including but not limited to electronic, or digital versions thereof, editorial material, photos and art work in the process of preparation of the Magazines or any prior issues thereof and all of Seller's intellectual property rights related thereto;

(d) any and all past issue inventory of the Magazines, even if electronic or digital, and,

(e) all of Seller's past and current mailing lists relating to the Magazines,

(f) all of Seller's records, files, and other data relating to advertising space reservations, records of current and former advertisers, and prospect lists for advertising for the Magazines;

(g) all of Seller's other records, files and data, electronic or otherwise directly relating to the Magazines and to their mailing lists, subscribers and advertisers, but excluding account books of original entry and general ledgers;

(h) all of Seller's rights under orders, leases, commitments and other agreements relating exclusively to the Magazines (including, but not limited to, advertising insertion orders and orders or agreements for the purchase of supplies and for the receipt of services in connection with the operation of the Magazine's business), to the extent that such orders, leases, commitments and agreements were entered into in the ordinary course of business and remain unperformed or unfulfilled on, or by their terms continue in effect after, the Closing Date;

(i) all of Seller's rights to that equipment, furniture, stationery, forms, labels, promotional materials and similar supplies owned by Seller and used in the business of publishing and distributing the Magazines as set forth on Schedule 1.1(i),

(j) all other tangible assets owned by Seller and exclusively used in the business of publishing and distributing the Magazines, whether electronic or otherwise;

(k) all of Seller's revenues and accounts receivable for advertising arising from the September B, 2005 issue of *Home Tour Magazine-Knoxville*, the October 2005 issue of *Home Tour Magazine-East Tennessee*, the November-

assigns of the parties hereto, provided, however, that none of the rights or obligations of any of the parties hereto may be assigned without the prior written consent of the other.

9.5 Notices. All notices, requests, demands, service of process and other communications required or permitted to be given hereunder shall be by hand-delivery, certified or registered mail, return receipt requested, or by telecopier.

If to Buyer: Network Communications, Inc
 P O. Box 10001
 2305 Newpoint Parkway
 Lawrenceville, GA 30043
 Attention: President and General Counsel
 Telecopier No.: (770) 822-4327

If to Seller: Omni Communications, Inc
 1308 Callahan Road
 Knoxville, TN 37912

If to Shareholders: Jim Hackworth
 1308 Callahan Road
 Knoxville, TN 37912

9.6 Severability. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

9.7 Governing Law, Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia for contracts made and entered into in Georgia.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

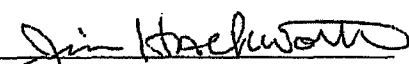
"Buyer"

NETWORK COMMUNICATIONS, INC.
A Georgia Corporation

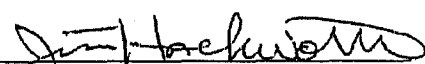

By: 
Its: 

"Seller"

OMNI COMMUNICATIONS, INC.

By: 
Jim Hackworth

"Shareholders"


Jim Hackworth

Carol Hackworth

SCHEDULES

- | | |
|--------|-----------------------------------|
| 1 1(a) | Contracts – Customers |
| | Advertising |
| | Distribution |
| | Pricing |
| 1 1(b) | Seller's Trademarks |
| 1 1(i) | Furniture and Equipment |
| 1 1(l) | Computer Software/Website |
| 1 2(c) | Excluded Assets |
| 1 3 | Assumed Liabilities |
| 2 1 | Non-compete |
| 4 2(c) | Lease Agreement |
| 4 4(a) | Expenses for Seller's Last Issues |
| 5 5 | Barter List |
| 5 6 | Taxes |
| 5 8 | Cancelled or Repudiated Contracts |
| 5 13 | Accounts Receivable |
| 5 16 | Accounts Payable |

Schedule 1.1(b)

Seller's Trademarks

Registered Tradename:

Home Tour

Note: Renewal is require prior to December 26, 2005

Assumed Names Registered with the State Of Tennessee:

Homeview

Homenet

Homefacts

Domain Names:

See attached