

12-29-2005



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ∇ ∇ ∇ ∇ ∇ ∇

RI

103087177

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Network Communications, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 11-30-05

2. Name and address of receiving party(ies)

Name: Credit Suisse, as Collateral Agent

Internal

Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Bank

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

39

7. Total fee (37 CFR 3.41).....\$

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maya Wolfson

Name of Person Signing

Signature

12-2-05

Date

Total number of pages including cover sheet, attachments, and document:

12/29/2005 DEYRNE 00000166 75117953

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:8521
 02 FC:8522
 03 FC:8523

40.00 OP
 950.00 OP
 120.00 OP

TRADEMARK
 REEL: 003218 FRAME: 0354

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Applications and Registrations

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
APARTMENT BLUE BOOK	Registered	75/117953	12-Jun-96	2057413	29-Apr-97
APARTMENT FINDER*	Pending	76/580167	10-Mar-04		
AT HOME IN ARKANSAS	Registered	76/442280	20-Aug-02	2741476	29-Jul-03
ATLANTA HOMES & LIFESTYLES (Stylized)	Registered	74/226/010	29-Nov-91	1830930	12-Apr-94
ATLANTA HOMES	Registered	76/495018	06-Mar-03	2824708	23-Mar-04
ATLANTA HOMES & LIFESTYLES	Registered	78/149343	31-Jul-02	2827715	30-Mar-04
BLACK'S GUIDE	Registered	76/498383	10-Mar-03	2873626	17-Aug-04
COLORADO HOMES & LIFESTYLES	Registered	76/443935	27-Aug-02	2736391	15-Jul-98
CORPORATE CHOICES	Registered	75/840899	04-Nov-99	2385685	12-Sep-00
ENCLAVE	Pending	78/711865	13-Sep-05		
HOMETOUR	Registered	74/625370	25-Jan-95	1944139	26-Dec-95
HOMEIMPROVEMENT	Registered	76/541612	25-Aug-03	2859849	6-Jul-04
HOMES & LIFESTYLES PUBLISHING COMPANY	Registered	78/301116	16-Sep-03	2966392	12-Jul-05
INTELLIRENT	Registered	75/643163	17-Feb-99	2466966	10-Jul-01
LIVINGCHOICES	Registered	76/499362	11-Mar-03	2954180	24-May-05
LIVINGCHOICES.COM (and design)	Registered	76/498424	10-Mar-03	2822675	16-Mar-04
LOG & TIMBER STYLE	Registered	75/716190	28-May-99	2392432	03-Oct-00
MATURE LIVING CHOICES	Registered	76/543997	28-Aug-03	2935776	29-Mar-05
MOUNTAIN LIVING	Registered	75/139575	18-Jul-98	2170725	7-Jul-98
MY REAL ESTATE BOOK (and design)	Registered	76/162002	09-Nov-00	2546673	12-Mar-02
MYREALESTATEBOOK.COM	Registered	76/151848	23-Oct-00	2492584	25-Sep-01
N (and globe design)	Registered	74/603134	24-Oct-94	2045319	18-Mar-97
NEW HOME FINDER (and design)	Registered	76/482497	13-Jan-03	2921995	01-Feb-05
REALESTATEBOOK.COM	Registered	76/151847	23-Oct-00	2492583	25-Sep-01
RELOCATING IN LAS VEGAS	Registered	75/526557	28-Jul-98	2293780	16-Nov-99
SEATTLE HOMES & LIFESTYLE	Registered	78/220853	03-Mar-03	2810668	03-Feb-04
SEATTLE HOMES & LIFESTYLES	Registered	75/910600	03-Feb-00	2515894	04-Dec-01
SECOND HOME	Registered	75/715898	27-May-99	2352898	23-May-03
SENIOR SELECTIONS	Registered	75/469707	17-Apr-98	2226263	23-Feb-99
SENIOR SELECTIONS MATURE LIVING CHOICES	Registered	75/471064	17-Apr-98	2230807	09-Mar-99

*Grantor claims exclusive nationwide use of the trademark APARTMENT FINDER with the exception of the following Colorado counties: Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, El Paso, Gilpin, Jefferson, Park and Teller.

[[NYCORP:2559103v2]]

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
ST. LOUIS HOMES AND LIFESTYLES	Registered	78/222138	05-Mar-03	2810676	03-Feb-04
ST. LOUIS HOMES & LIFESTYLES	Registered	75/908344	03-Feb-00	2493671	25-Sep-01
THE REAL ESTATE BOOK	Registered	75/562202	30-Sep-98	2292689	16-Nov-99
THE REAL ESTATE BOOK (and design)	Registered	73/509250	16-Nov-84	1337896	28-May-85
THE REAL ESTATE BOOK (and design)	Registered	74/567128	29-Aug-94	1996435	27-Aug-96
THE REAL ESTATE BOOK ONLINE (and design)	Registered	76/162001	09-Nov-00	2552223	26-Mar-02
UNIQUE HOMES	Registered	73/377336	29-Jul-82	1241668	07-Jun-83
UNIQUE HOMES (stylized)	Registered	74/185753	17-Jul-91	1734744	24-Nov-92
UNIQUE HOMES REFERRAL NETWORK	Registered	74/727225	11-Sep-95	2315140	08-Feb-00

[[NYCORP:2559103v2]]

TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of November 30, 2005, between NETWORK COMMUNICATIONS, INC., a Georgia corporation (the "*Grantor*") and CREDIT SUISSE, as the Collateral Agent (as defined below).

PRELIMINARY STATEMENT

Reference is made to (a) the Revolving Loan Credit Agreement dated as of November 30, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "*Revolving Loan Credit Agreement*"), among the Grantor, Gallarus Media Holdings, Inc., a Delaware corporation ("*Holdings*"), the lenders from time to time party thereto (the "*Revolving Lenders*") and Credit Suisse, as administrative agent, (b) the Term Loan Credit Agreement dated as of November 30, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "*Term Loan Credit Agreement*" and, together with the Revolving Loan Credit Agreement, the "*Credit Agreements*"), among the Grantor, Holdings, the lenders from time to time party thereto (the "*Term Lenders*" and, together with the Revolving Lenders, the "*Lenders*") and Credit Suisse, as administrative agent, and (c) the Guarantee, Collateral and Intercreditor Agreement dated as of November 30, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "*Guarantee, Collateral and Intercreditor Agreement*"), among the Grantor, Holdings, the subsidiaries party thereto and Credit Suisse, in its separate capacities as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined in the Guarantee, Collateral and Intercreditor Agreement), and as administrative agent under each of the Credit Agreements.

The Revolving Lenders and the Issuing Bank have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Revolving Loan Credit Agreement, and the Term Lenders have agreed to make term loans to the Grantor subject to the terms and conditions set forth in the Term Loan Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Loan Credit Agreement, the Term Loan Credit Agreement or the Guarantee, Collateral and Intercreditor Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a continuing security interest

in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any rights in any Trademarks or Trademark Licenses or other interests of the Grantor that would be rendered invalid or unenforceable under applicable law by the grant of a security interest, for so long as such reason for invalidity or unenforceability under applicable law exists.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, pursuant to the Guarantee, Collateral and Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee, Collateral and Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and in the event of any conflict between the terms and/or conditions of this Agreement and the terms of the Guarantee, Collateral and Intercreditor Agreement, the terms and/or conditions of the Guarantee, Collateral and Intercreditor Agreement shall control.

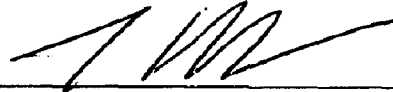
SECTION 4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NETWORK COMMUNICATIONS, INC.,

by



Name: Gerard Parker

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

By

Name:

Title:

By

Name:

Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003218 FRAME: 0359

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NETWORK COMMUNICATIONS, INC.,

by

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

By

Name:

Title:


BILL O'DALY
DIRECTOR

By

Name:

Title:


CASSANDRA DROOGAN
ASSOCIATE

[[NYCORP:2559103]]

RECORDED: 12/29/2005

TRADEMARK
REEL: 003218 FRAME: 0360