

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLANTA HOME IMPROVEMENT MAGAZINE, INC.		10/14/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Network Communications, Inc.		
Street Address:	2305 Newpoint Parkway		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30043		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2859849	HOMEIMPROVEMENT	
CORRESPONDENCE DATA			
Fax Number:	(770)822-4327		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404 815 6500		
Email:	tadmin@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Kendra Zelaya		
Signature:	/kz/		
Date:	12/29/2005		
Total Attachments: 7			

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ASSET PURCHASE AGREEMENT

AGREEMENT, dated as of ^{October} ~~September~~ 14, 2005, by and between NETWORK COMMUNICATIONS, INC., a Georgia corporation ("Buyer") with principal offices located at 2305 Newpoint Parkway, Lawrenceville, GA 30043, Atlanta Home Improvement, Inc. its parents, affiliate or subsidiary (collectively "Seller") a Georgia corporation with principal offices located at 80 W. Pieuca Rd Ste 115 Atlanta GA 30322 and Sherri Adair, a Georgia resident residing at and Anthony DeLeede, a resident of _____, residing at _____ (collectively "Shareholders");

WITNESSETH:

WHEREAS, Seller is the owner, publisher and distributor of *Atlanta Home Improvement* and *The Green Pages* (hereinafter the "Magazines") periodicals which advertise home improvement services 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 as set forth on Exhibit I 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, and as further described on the Exhibit A attached hereto (the "Contracts");

(b) all of Seller's rights in the trademarks, trade names, service marks and logos (including 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 Exhibit 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 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, including, but not limited to, editorial material, photos and art work in the process of preparation of the Magazines or any prior issue thereof and all of Seller's intellectual property rights related thereto;

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.

By: 

Title: CFO

Seller:

Atlanta Home Improvement, Inc.

By: Sherril Adair, President

Shareholders:

Sherril Adair

EXHIBITS

- A - Contracts – Customers
 - Advertising
 - Distribution
 - Pricing
- B - Sellers Trademarks
- C - Accounts Receivable
- D - Furniture and Equipment
- E - Noncompete
- F - Barter List
- G - Taxes
- H - Cancelled or Repudiated Contracts
- I - Distribution List
- J - Consulting Services Letter Agreement

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.

By: _____
Title: _____

Seller:

Atlanta Home Improvement, Inc.

By: _____

Shareholders:

[Signature]

ANTHONY DE LEEDE

EXHIBITS

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EXHIBIT B
LIST OF TRADEMARKS