

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
American Marketing & Publishing, LLC		01/31/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	HomePages, LLC		
Street Address:	915 East Lincoln Highway		
City:	Dekalb		
State/Country:	ILLINOIS		
Postal Code:	60115		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2554495	HOMEPAGES	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding, LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09636.015018		
NAME OF SUBMITTER:	Jeffrey P. Balcita		
Signature:	/Jeffrey P. Balcita/		

CH \$40.00 2554495

Date:

01/31/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of January 31, 2007 (this "**Assignment**"), is made by American Marketing & Publishing, LLC ("**Assignor**") in favor of HomePages, LLC ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the "**Agreement**"), dated as of January 31, 2007, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase assets, including the registered trademark set forth on Schedule I hereto in connection with the goods or services described therein (the "**Mark**"), together with the goodwill of the business in connection with which the Mark have been used (the "**Goodwill**").

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Mark and the Goodwill to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor hereby covenants and agrees to cooperate reasonably with Assignee to enable Assignee to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and interest conveyed herein.
3. This Assignment shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns, and shall be construed and enforced in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law provisions.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

AMERICAN MARKETING & PUBLISHING, LLC

By Abram Andrzejewski, PRESIDENT
(title)

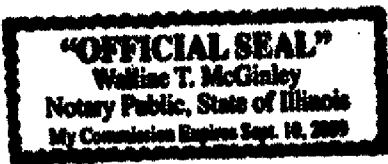
Attest:

Abram Andrzejewski, Vice President
Name:
Title:

State of Illinois)
City/County of Cook)

Before me, the undersigned notary public, personally appeared the above-named Abram Andrzejewski whose name is signed above, and such person acknowledged to me that he/she signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

My commission expires:



Walter T. McGinley
Notary Public

[SIGNATURE PAGE TO U.S. TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 003471 FRAME: 0955

SCHEDULE I

REGISTERED TRADEMARKS

HOMEPAGES (registration no. 2,554,495)