

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		10/31/2008	Banking Institution:

RECEIVING PARTY DATA

Name:	NexBank SSB, as Second Lien Administrative Agent
Street Address:	13455 Noel Road
Internal Address:	Suite 2220
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Banking Institution:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2301653	ESTATES & HOMES
Registration Number:	2316272	HELPING RENTERS FEEL AT HOME
Registration Number:	1959590	HOME GUIDE
Registration Number:	1511348	HOME GUIDE
Registration Number:	1152647	HOMELINE
Registration Number:	1703648	HOMEMAIL
Registration Number:	1256835	HOMES & LAND
Registration Number:	1756790	HOMES&LAND
Registration Number:	2493710	HOMES ILLUSTRATED
Registration Number:	2743516	HOMESANDLAND.COM
Registration Number:	2124466	NEW HOMES
Registration Number:	2744160	NEW HOMES
Registration Number:	2031281	RENTAL GUIDE MAGAZINE

CH \$740.00 2301653

Registration Number:	2745336	SENIOR GUIDE MAGAZINE
Registration Number:	2301988	WHERE THE WORLD FINDS HOMES
Registration Number:	1992238	THE PRINTING HOUSE, INC.
Registration Number:	2230872	HOME DISCOVERIES
Registration Number:	2956309	EXECUTIVE HOMES
Registration Number:	2468704	CP
Registration Number:	2627001	HOMES OF THE HAMPTONS
Registration Number:	2633678	HOMES OF THE HAMPTONS THE MAGAZINE OF SEASIDE AND COUNTRY LIVING
Registration Number:	2627002	HOMES OF EASTERN LONG ISLAND
Registration Number:	2627003	HOMES OF EASTERN LONG ISLAND THE MAGAZINE OF SEASIDE AND COUNTRY LIVING
Registration Number:	2739328	HAMPTONS LIVING
Registration Number:	2739329	MONTAUK LIVING THE MAGAZINE DEVOTED TO LONG ISLAND'S UNIQUE SEASIDE RESORT COMMUNITY
Registration Number:	2749040	MONTAUK LIVING THE MAGAZINE DEVOTED TO LONG ISLAND'S UNIQUE SEASIDE RESORT COMMUNITY
Registration Number:	2841968	HAMPTONS HOME SUITE
Registration Number:	2844111	HAMPTONS HOME SUITE
Registration Number:	2887965	HOMES OF MANHATTAN THE MAGAZINE OF CITY LIVING

CORRESPONDENCE DATA

Fax Number: (212)836-8689
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128368688
Email: njhung@kayescholer.com
Correspondent Name: Narah Jhung c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 17/70
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	45110-0002
NAME OF SUBMITTER:	Narah Jhung
Signature:	/Narah Jhung/
Date:	11/07/2008

Total Attachments: 9
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**SECURITY INTEREST ASSIGNMENT AGREEMENT
(TRADEMARKS)**

THIS SECURITY INTEREST ASSIGNMENT AGREEMENT (TRADEMARKS) (this "Agreement") is made and entered into as of this 31st day of October, 2008, by WACHOVIA BANK, NATIONAL ASSOCIATION, as the current second lien Administrative Agent (in such capacity, "Assignor"), in favor of NEXBANK, SSB, as the successor second lien Administrative Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to (i) the Second Lien Collateral Agreement, dated as of July 26, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), among Endurance Business Media Holdings, LLC (the "Parent"), Endurance Business Media, Inc. (the "Borrower"), the subsidiaries of the Borrower party thereto (the "Subsidiary Grantors"; and together with the Parent and the Borrower, each a "Grantor" and collectively, the "Grantors") and Assignor and (ii) the Second Lien Trademark Security Agreement, dated as of July 26, 2006 (the "Second Lien Trademark Security Agreement"), among the Grantors and Assignor, which was recorded with the United States Patent and Trademark Office on July 31, 2006, on reel 3357 frame 0892.

WHEREAS, pursuant to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, each Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral, including without limitation the Trademark Collateral of such Grantor described on Schedule I annexed hereto and made a part hereof; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, interest and powers under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee desires to accept and assume all of such right, title, interest, powers, security interests and liens.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Second Lien Trademark Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title, interest and powers in and to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security

interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, powers, security interests and liens.

3. Acknowledgment of Grantors. Each of the Grantors hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt payment and performance of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as current second lien Administrative Agent

By: Katherine A. Harlow
Name: Katherine A. Harlow
Title: Managing Director

ASSIGNEE:

NEXBANK, SSB, as successor second lien
Administrative Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

ENDURANCE BUSINESS MEDIA HOLDINGS, LLC

By: _____
Name: _____
Title: _____

ENDURANCE BUSINESS MEDIA, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as current second lien Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNEE:

NEXBANK, SSB, as successor second lien
Administrative Agent

By: _____
Name: Jeff Scott
Title: Vice President
NexBank, SSB

ACKNOWLEDGED AND AGREED:

ENDURANCE BUSINESS MEDIA HOLDINGS, LLC

By: _____
Name: _____
Title: _____

ENDURANCE BUSINESS MEDIA, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as current second lien Administrative Agent

By: _____
Name: _____
Title: _____

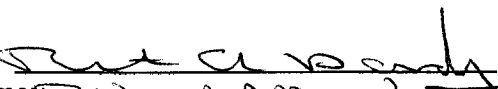
ASSIGNEE:

NEXBANK, SSB, as successor second lien
Administrative Agent

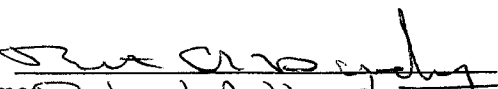
By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

ENDURANCE BUSINESS MEDIA HOLDINGS, LLC

By: 
Name: Robert A Hardy
Title: CFO

ENDURANCE BUSINESS MEDIA, INC.

By: 
Name: Robert A Hardy
Title: CFO

THE PRINTING HOUSE, INC.

By: ~~Robert A Hardy~~
Name: Robert A Hardy
Title: CFO

CENTURY PUBLISHING COMPANY, INC.

By: ~~Robert A Hardy~~
Name: Robert A Hardy
Title: CFO

HOMES & LAND, LLC

By: ~~Robert A Hardy~~
Name: Robert A Hardy
Title: CFO

HOMES & LAND AFFILIATES, LLC

By: ~~Robert A Hardy~~
Name: Robert A Hardy
Title: CFO

PACIFIC PUBLISHING AND COMMUNICATIONS, INC.

By: ~~Robert A Hardy~~
Name: Robert A Hardy
Title: CFO

FRONTIERS UNLIMITED, INC.

By: ~~Robert A Hardy~~
Name: Robert A Hardy
Title: CFO

Schedule I

Trademarks

Owner	Mark and Filing Date	Registration No. and Registration Date	Date Affidavit of Use and/or Renewal may be Filed
Homes & Land Affiliates, LLC	ESTATES & HOMES Filing Date May 21, 1998	U.S. Reg. No. 2301653 Reg. Date December 21, 1999	Affidavit of Use accepted 8/10/05; Renewal due 12/21/09
Homes & Land Affiliates, LLC	HELPING RENTERS FEEL AT HOME Filing Date December 8, 1998	U.S. Reg. No. 2316272 Reg. Date February 8, 2000	Affidavit of Use accepted 4/19/05; Renewal due 2/8/10
Homes & Land Affiliates, LLC	HOME GUIDE Filing Date January 24, 1994	U.S. Reg. No. 1959590 Reg. Date March 5, 1996	Renewal letter filed 2/22/06
Homes & Land Affiliates, LLC	HOME GUIDE with design Filing Date May 15, 1987	U.S. Reg. No. 1511348 Reg. Date November 1, 1988	Renewal due November 1, 2008
Homes & Land Affiliates, LLC	HOMELINE Filing Date July 2, 1979	U.S. Reg. No. 1152647 Reg. Date April 28, 1981	Renewal due 4/28/11
Homes & Land Affiliates, LLC	HOMEMAIL Filing Date August 22, 1991	U.S. Reg. No. 1703648 Reg. Date July 28, 1992	Renewal due 7/30/12
Homes & Land Affiliates, LLC	HOMES & LAND Filing Date January 22, 1982	U.S. Reg. No. 1256835 Reg. Date November 8, 1983	Renewal due 11/8/13
Homes & Land Affiliates, LLC	HOMES & LAND and design Filing Date April 29, 1992	U.S. Reg. No. 1756790 Reg. Date March 9, 1993	Renewal due 3/9/13
Homes & Land Affiliates, LLC	HOMES ILLUSTRATED Filing Date August 24, 1987	U.S. Reg. No. 2493710 Reg. Date October 2, 2001	Affidavit of Use due 10/2/07
Homes & Land Affiliates, LLC	HOMESANDLAND.COM Filing Date April 18, 2001	U.S. Reg. No. 2743516 Reg. Date July 29, 2003	Affidavit of Use due 7/29/09
Homes & Land Affiliates, LLC	NEW HOMES (Supplemental Registration) File Date September 29, 1994	U.S. Reg. No. 2124466 Reg. Date December 23, 1997	Renewal due 12/23/07
Homes & Land Affiliates, LLC	NEW HOMES and design File Date November 6, 2001	U.S. Reg. No. 2744160 Reg. Date July 29, 2003	Affidavit of use due 7/29/09
Homes & Land Affiliates, LLC	RENTAL GUIDE MAGAZINE with design File Date January 23, 1995	U.S. Reg. No. 2031281 Reg. Date January 14, 1997	Renewal due 1/15/07
Homes & Land Affiliates, LLC	SENIOR GUIDE MAGAZINE with design File Date September 13, 2000	U.S. Reg. No. 2745336 Reg. Date July 29, 2003	Section 8 Affidavit due July 29, 2009
Homes & Land Affiliates, LLC	WHERE THE WORLD FINDS HOMES File Date October 6, 1998	U.S. Reg. No. 2301988 Reg. Date December 21, 1999	Renewal due 12/21/09
Homes & Land Affiliates, LLC	HOMES AND LAND MAGAZINE and design	Canada Reg. No. TMA269482 Reg. Date May 28, 1982	
Homes & Land Affiliates, LLC	HOMES AND LAND	Canada Reg. No. TMA550268 Reg. Date August 29, 2001	Renewal letter November 28, 2011
Homes & Land Affiliates, LLC	HOMES AND LAND	Mexico Reg. No. 752922 Filed November 25, 2005	

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The Printing House, Inc.	THE PRINTING HOUSE, Ltd. and design File Date February 25, 1991	U.S. Reg. No. 1992238 Reg. Date August 13, 1996	Renewal filed 2/20/06
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Homes & Land, LLC	HOME DISCOVERIES Filing Date May 14, 1998	U.S. Reg. No. 2230872 Reg. Date March 9, 1999	Affidavit of Use accepted 6/28/04; Renewal due 9/9/08
Homes & Land	EXECUTIVE HOMES	U.S. Reg. No. 2956309 Reg. Date May 24, 2005	
Homes & Land	DISTINCTIVE HOMES AND LIFESTYLES	2004-0307 (State of Indiana)	
Homes & Land	DISTINCTIVE HOMES AND LIVING	2005-0082 (State of Indiana)	

Century Publishing Company, Inc.	CP Filing Date May 18, 1998	U.S. Reg. No. 2468704 Reg. Date July 17, 2001	Affidavit of use due 7/17/07
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Frontiers Unlimited, Inc.	HOMES OF THE HAMPTONS (text)	U.S. Reg. No. 2,627,001 Reg. Date September 24, 2002	
Frontiers Unlimited, Inc.	HOMES OF THE HAMPTONS THE MAGAZINE OF SEASIDE AND COUNTRY LIVING (logo)	U.S. Reg. No. 2,633,678 Reg. Date October 8, 2002	
Frontiers Unlimited, Inc.	HOMES OF EASTERN LONG ISLAND (text)	U.S. Reg. No. 2,627,002 Reg. Date September 24, 2002	
Frontiers Unlimited, Inc.	HOMES OF EASTERN LONG ISLAND THE MAGAZINE OF SEASIDE AND COUNTRY LIVING (logo)	U.S. Reg. No. 2,627,003 Reg. Date September 24, 2002	
Frontiers Unlimited, Inc.	HAMPTONS LIVING (text)	U.S. Reg. No. 2,739,328 Reg. Date July 15, 2003	
Frontiers Unlimited, Inc.	MONTAUK LIVING THE MAGAZINE DEVOTED TO LONG ISLAND'S UNIQUE SEASIDE RESORT COMMUNITY (text)	U.S. Reg. No. 2,739,329 Reg. Date July 15, 2003	
Frontiers Unlimited, Inc.	MONTAUK LIVING THE MAGAZINE DEVOTED TO LONG ISLAND'S UNIQUE SEASIDE RESORT COMMUNITY (logo)	U.S. Reg. No. 2,749,040 Reg. Date August 5, 2003	
Frontiers Unlimited	HAMPTONS HOME SUITE (text)	U.S. Reg. No. 2,841,968 Reg. Date May 11, 2004	
Frontiers Unlimited	HAMPTONS HOME SUITE (logo)	U.S. Reg. No. 2,844,111 Reg. Date May 18, 2004	
Frontiers Unlimited	HOMES OF MANHATTAN THE MAGAZINE OF CITY	U.S. Reg. No. 2,887,965 Reg. Date September 21,	

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	LIVING (logo)	2004	
Frontiers Unlimited	HOMES OF MANHATTAN (text)	Pending	

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