

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Network Communications, Inc.		07/20/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC, as Collateral Agent
Street Address:	77 King Street West
Internal Address:	18th Floor, Attn: Alice Mare and Elhamy Khalil
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2391262	"THE ORIGINAL" APARTMENT MAGAZINE
Registration Number:	2057413	APARTMENT BLUE BOOK
Serial Number:	76580167	APARTMENT FINDER
Registration Number:	3168273	AT HOME IN ARKANSAS
Registration Number:	2741476	AT HOME IN ARKANSAS
Registration Number:	2824708	ATLANTA HOMES
Registration Number:	2827715	ATLANTAHOMES & LIFESTYLES
Registration Number:	1830930	ATLANTAHOMES AND LIFESTYLES
Registration Number:	2873626	BLACK'S GUIDE
Registration Number:	2736391	COLORADO HOMES & LIFESTYLES
Registration Number:	3129784	ENCLAVE
Serial Number:	78850913	FASTVALUES
Registration Number:	2859849	HOMEIMPROVEMENT

OP \$890.00 2391262

Registration Number:	2966392	HOMES & LIFESTYLES PUBLISHING COMPANY
Registration Number:	1944139	HOMETOUR
Registration Number:	2954180	LIVINGCHOICES
Registration Number:	2822675	LIVINGCHOICES.COM
Registration Number:	2935776	MATURE LIVING CHOICES
Registration Number:	2170725	MOUNTAIN LIVING
Registration Number:	2584730	NCI
Registration Number:	2658001	NETWORK COMMUNICATIONS INC.
Registration Number:	3102440	NEW ENGLAND HOME
Registration Number:	2921995	NEW HOME FINDER
Serial Number:	77172083	NEW HOMES JOURNAL
Registration Number:	2492583	REALESTATEBOOK.COM
Registration Number:	2293780	RELOCATING IN LAS VEGAS
Registration Number:	3152358	RELOCATING IN SAINT LOUIS
Registration Number:	2810668	SEATTLEHOMES AND LIFESTYLES
Serial Number:	78972849	SENIOR LIVING CHOICES
Registration Number:	2493671	ST. LOUIS HOMES & LIFESTYLES
Registration Number:	2810676	ST. LOUIS HOMES AND LIFESTYLES
Registration Number:	2292689	THE REAL ESTATE BOOK
Registration Number:	1996435	THE REAL ESTATE BOOK
Registration Number:	1734744	UNIQUE HOMES
Registration Number:	1241668	UNIQUE HOMES

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown
Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	927268-600005
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Sidney R. Brown

Signature:

/Sidney R. Brown/

Date:

06/30/2010

Total Attachments: 6

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of July 20, 2007, between NETWORK COMMUNICATIONS, INC., a Georgia corporation (the "*Grantor*") and TORONTO DOMINION (TEXAS) LLC as the Collateral Agent (as defined below).

PRELIMINARY STATEMENT

Reference is made to (a) the Revolving Loan Credit Agreement dated as of July 20, 2007 (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 Toronto Dominion (Texas) LLC, as administrative agent, (b) the Term Loan Credit Agreement dated as of July 20, 2007 (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 Toronto Dominion (Texas) LLC, as administrative agent, and (c) the Guarantee, Collateral and Intercreditor Agreement dated as of July 20, 2007 (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 Toronto Dominion (Texas) LLC, 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; and
- (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 Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NETWORK COMMUNICATIONS, INC.,

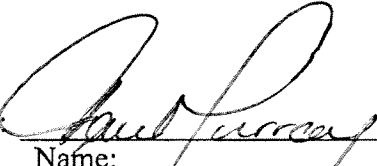
By: 
Name: GERALD PARKER
Title: CFO

TRADEMARK SECURITY AGREEMENT
NETWORK COMMUNICATIONS, INC.
SIGNATURE PAGE

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

TORONTO DOMINION (TEXAS) LLC as
Collateral Agent,

By: 
Name: IAN MURRAY
Title: AUTHORIZED SIGNATORY

TRADEMARK SECURITY AGREEMENT
NETWORK COMMUNICATIONS, INC.
SIGNATURE PAGE

TRADEMARK
REEL: 004234 FRAME: 0362

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Applications and Registrations

United States

Trademark	Country/State	Status	App. No./ Reg. No.	App. Date/ Reg. Date
"THE ORIGINAL" APARTMENT MAGAZINE	U.S. Federal	Registered	2391262	10/3/00
APARTMENT BLUE BOOK	U.S. Federal	Registered	2057413	4/29/97
APARTMENT FINDER*	U.S. Federal	Pending	76/580167	3/10/04
AT HOME IN ARKANSAS	U.S. Federal	Registered	3168273	11/7/06
AT HOME IN ARKANSAS	U.S. Federal	Registered	2741476	7/29/03
ATLANTA HOMES	U.S. Federal	Registered	2824708	3/23/04
ATLANTA HOMES & LIFESTYLES	U.S. Federal	Registered	2827715	3/30/04
ATLANTA HOMES & LIFESTYLES (Stylized)	U.S. Federal	Registered	1830930	4/12/94
BLACK'S GUIDE	U.S. Federal	Registered	2873626	8/17/04
COLORADO HOMES & LIFESTYLES	U.S. Federal	Registered	2736391	7/15/03
ENCLAVE	U.S. Federal	Registered	3129784	8/15/06
FASTVALUES	U.S. Federal	Pending ITU	78/850913	11/7/06
HOMEIMPROVEMENT	U.S. Federal	Registered	2859849	7/6/04
HOMES & LIFESTYLES PUBLISHING COMPANY	U.S. Federal	Registered	2966392	7/12/05
HOMETOUR	U.S. Federal	Registered	1944139	12/26/95

LIVINGCHOICES	U.S. Federal	Registered	2954180	5/24/05
LIVINGCHOICES.COM (and design)	U.S. Federal	Registered	2822675	3/16/04
MATURE LIVING CHOICES	U.S. Federal	Registered	2935776	3/29/05
MOUNTAIN LIVING	U.S. Federal	Registered	2170725	7/7/98

NCI	U.S. Federal	Registered	2584730	6/25/02
NETWORK COMMUNICATIONS, INC.	U.S. Federal	Registered	2658001	12/10/02
NEW ENGLAND HOME	U.S. Federal	Registered	3102440	6/6/06
NEW HOME FINDER (and design)	U.S. Federal	Registered	2921995	2/1/05
NEW HOMES JOURNAL	U.S. Federal	Pending	77/172083	5/3/07
REALESTATEBOOK.COM	U.S. Federal	Registered	2492583	9/25/01
RELOCATING IN LAS VEGAS	U.S. Federal	Registered	2293780	11/16/99
RELOCATING IN SAINT LOUIS	U.S. Federal	Registered	3152358	10/3/06
SEATTLE HOMES &	U.S. Federal	Registered	2810668	2/3/04

Trademark	Country/State	Status	App. No./ Reg. No.	App. Date/ Reg. Date
LIFESTYLE				

SENIOR LIVING CHOICES	U.S. Federal	Pending	78/972849	7/10/07
ST. LOUIS HOMES & LIFESTYLES	U.S. Federal	Registered	2493671	9/25/01
ST. LOUIS HOMES AND LIFESTYLES	U.S. Federal	Registered	2810676	2/3/04
THE REAL ESTATE BOOK	U.S. Federal	Registered	2292689	11/16/99
THE REAL ESTATE BOOK (and design)	U.S. Federal	Registered	1996435	8/27/96

UNIQUE HOMES	U.S. Federal	Registered	1734744	11/24/92
UNIQUE HOMES (stylized)	U.S. Federal	Registered	1241668	6/7/83

*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.