

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, as successor-by-merger to Wachovia Bank, National Association, as prior First Lien Administrative Agent		12/14/2010	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Broadpoint Products Corp., as successor Administrative Agent
Street Address:	1290 Avenue of the Americas
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2887965	HOMES OF MANHATTAN THE MAGAZINE OF CITY LIVING
Registration Number:	2907416	HOMES OF MANHATTAN
Registration Number:	2844111	HAMPTONS HOME SUITE
Registration Number:	2841968	HAMPTONS HOME SUITE
Registration Number:	2739328	HAMPTONS LIVING
Registration Number:	2627003	HOMES OF EASTERN LONG ISLAND THE MAGAZINE OF SEASIDE AND COUNTRY LIVING
Registration Number:	2627002	HOMES OF EASTERN LONG ISLAND
Registration Number:	2633678	HOMES OF THE HAMPTONS THE MAGAZINE OF SEASIDE AND COUNTRY LIVING
Registration Number:	2627001	HOMES OF THE HAMPTONS
Registration Number:	3522620	WHERE THE WORLD FINDS HOMES ONLINE

OP \$715.00 2887965

Registration Number:	3396415	HOGARES Y TERRENOS
Registration Number:	3255821	A APARTMENT RENTAL GUIDE
Registration Number:	3260724	A RENTAL GUIDE APARTMENTS
Registration Number:	3424668	BRING YOUR LISTINGS TO LIFE
Registration Number:	3416932	HOMES & LAND
Registration Number:	2744160	NEW HOMES
Registration Number:	2743516	HOMESANDLAND.COM
Registration Number:	2301988	WHERE THE WORLD FINDS HOMES
Registration Number:	2301653	ESTATES & HOMES
Registration Number:	2031281	RENTAL GUIDE MAGAZINE
Registration Number:	2124466	NEW HOMES
Registration Number:	1959590	HOME GUIDE
Registration Number:	1756790	HOMES&LAND
Registration Number:	1703648	HOMEMAIL
Registration Number:	1256835	HOMES & LAND
Registration Number:	1152647	HOMELINE
Registration Number:	1992238	THE PRINTING HOUSE, INC.
Registration Number:	2956309	EXECUTIVE HOMES

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	512485-1769 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	12/20/2010

Total Attachments: 10
source=IP Security Interest Agmt 2010#page1.tif
source=IP Security Interest Agmt 2010#page2.tif
source=IP Security Interest Agmt 2010#page3.tif
source=IP Security Interest Agmt 2010#page4.tif

TRADEMARK
REEL: 004436 FRAME: 0568

source=IP Security Interest Agmt 2010#page5.tif
source=IP Security Interest Agmt 2010#page6.tif
source=IP Security Interest Agmt 2010#page7.tif
source=IP Security Interest Agmt 2010#page8.tif
source=IP Security Interest Agmt 2010#page9.tif
source=IP Security Interest Agmt 2010#page10.tif

INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 14th day of December, 2010, by Wells Fargo Bank, as successor-by-merger to Wachovia Bank, National Association, as prior First Lien Administrative Agent, with an address of 201 S. College Street, CP-8, Charlotte, North Carolina 28288 ("Assignor"), in favor of Broadpoint Products Corp., a Delaware corporation, as successor Administrative Agent, with an address of 1290 Avenue of the Americas, 5th Floor, New York, NY 10104 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain Intellectual Property (as defined in the First Lien Collateral Agreement dated as of July 26, 2006), including but not limited to, the intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument (the "IP Collateral"); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument, including, without limitation, its security interest in, and lien on, the IP Collateral, and Assignee desires to accept and assume all of such right, title, interest, security interests and liens.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain First Lien Collateral Agreement (as amended, modified, or supplemented from time to time) and associated First Lien Patent Security Agreement (recorded at the United States Patent and Trademark Office on July 31, 2006 at Reel 018015 and Frame 0790), Notice of Grant of Security Interest in Patents (recorded at the United States Patent and Trademark Office on November 11, 2008 at Reel 021814 and Frame 0505), First Lien Trademark Security Agreement (recorded at the United States Patent and Trademark Office on July 31, 2006 at Reel 3357 and Frame 0856), Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on November 11, 2008 at Reel 3885 and Frame 0785), Notice of Grant of Security Interest in Trademarks (recorded at the United States Patent and Trademark Office on November 11, 2008 at Reel 3885 and Frame 0822), Notice of Grant of Security Interest in Trademarks (recorded at the Canadian Intellectual Property Office on January 3, 2009 at File No. 1386097), First Lien Copyright Security Agreement (recorded at the United States Copyright Office on July 31, 2006 at Volume 3540 and Doc. No. 580), and Notice of Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on November 13, 2008 at Volume 3571 and Doc. No. 807), together with any rider, addendum, exhibit, schedule and attachment thereto (collectively, the

“Security Instrument”), together with all attendant liens, rights, title, assignments, interests (including, without limitation, all security interests in the IP Collateral), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof. Assignee does hereby accept and assume all of such right, title, interest, duties and obligations

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment and terminates all rights of Assignor arising from the Security Instrument, with the exception of those rights that survive pursuant to the terms of the Security Instrument. This Assignment is made without recourse, representation, or warranty, express or implied, except that the Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

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

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. 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.

7. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

WELLS FARGO BANK, N.A., AS SUCCESSOR-BY-MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION, as prior First Lien Administrative Agent

By: 

Name: _____

Title: _____

**Thomas M. Cambern
Managing Director**

ASSIGNEE:

BROADPOINT PRODUCTS CORP., as successor Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

WELLS FARGO BANK, AS SUCCESSOR-BY-MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION, as prior First Lien Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNEE:

BROADPOINT PRODUCTS CORP., as successor Administrative Agent

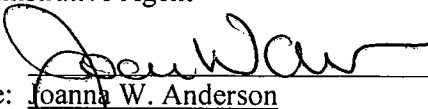
By: 
Name: Joanna W. Anderson
Title: Authorized Signatory

EXHIBIT A

INTELLECTUAL PROPERTY

**Homes & Land Affiliates, LLC
(Delaware LLC)**

U.S. Patents

Issued Patent

Description	Patent No.	Issued
HOUSING FOR DISPENSING MAGAZINES	D508267	08/09/05

Pending Application

Description	Appl. No.	Filing Date
INVENTORY MANAGEMENT SYSTEM AND METHOD FOR FREE PUBLICATIONS	11623812	01/17/07

EXHIBIT A

INTELLECTUAL PROPERTY

**Frontiers Unlimited, Inc.
(New York Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
HOMES OF MANHATTAN THE MAGAZINE OF CITY LIVING	2887965	09/21/04
HOMES OF MANHATTAN	2907416	11/30/04
HAMPTONS HOME SUITE	2844111	05/18/04
HAMPTONS HOME SUITE	2841968	05/11/04
HAMPTONS LIVING	2739328	07/15/03
HOMES OF EASTERN LONG ISLAND THE MAGAZINE OF SEASIDE AND COUNTRY LIVING	2627003	09/24/02
HOMES OF EASTERN LONG ISLAND	2627002	09/24/02
HOMES OF THE HAMPTONS THE MAGAZINE OF SEASIDE AND COMMUNITY LIVING	2633678	10/08/02
HOMES OF THE HAMPTONS	2627001	09/24/02

**Homes & Land Affiliates, LLC
(Delaware LLC)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
WHERE THE WORLD FINDS HOMES ONLINE	3522620	10/21/08
HOGARES Y TERRENOS and Design	3396415	03/11/08
A APARTMENT RENTAL GUIDE	3255821	06/26/07
A RENTAL GUIDE APARTMENTS	3260724	07/10/07
BRING YOUR LISTINGS TO LIFE	3424668	05/06/08
HOMES & LAND	3416932	04/29/08
NEW HOMES and Design	2744160	07/29/03
HOMESANDLAND.COM	2743516	07/29/03
WHERE THE WORLD FINDS HOMES	2301988	12/21/99
ESTATES & HOMES	2301653	12/21/99
RENTAL GUIDE MAGAZINE and Design	2031281	01/14/97
NEW HOMES	2124466	12/23/97
HOME GUIDE	1959590	03/05/96

Mark	Registration No.	Registration Date
HOMES&LAND and Design	1756790	03/09/93
HOMEMAIL	1703648	07/28/92
HOMES & LAND	1256835	11/08/83
HOMELINE	1152647	04/28/81

**Homes & Land, LLC
(Delaware LLC)**

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
EXECUTIVE HOMES	2956309	05/24/05

**The Printing House, Inc.
(Delaware Corporation)**

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
THE PRINTING HOUSE, LTD. and Design	1992238	08/13/96

EXHIBIT A

INTELLECTUAL PROPERTY

**Homes & Land Affiliates, LLC
(Delaware LLC)**

Canadian Trademark

Pending Application

Mark	Application No.	Filing Date
DEMEURES ET DOMAINES and Design	1386097	03/05/08

EXHIBIT A

INTELLECTUAL PROPERTY

**Frontiers Unlimited, Inc.
(New York Corporation)**

U.S. Registered Copyrights

Title	Registration No.	Registration Date
Homes of Eastern Long Island, vol. 11, no. 2, 2/28/03	TX5803175	07/14/03
Homes of Eastern Long Island, vol. 11, no. 1, 1/31/03	TX5803171	07/14/03
Homes of Eastern Long Island, vol. 10, no. 12, 12/6/02	TX5803177	07/14/03
Homes of Eastern Long Island, vol. 10, no. 11, 11/8/02	TX5803176	07/14/03
Homes of Eastern Long Island, vol. 10, no. 9, 9/02	TX5675183	11/22/02
Homes of Eastern Long Island, vol. 10, no. 8, 8/02	TX5675184	11/22/02
Homes of Eastern Long Island, vol. 10, no. 7, 7/02	TX5675182	11/22/02
Homes of the Hamptons, vol. 15, no. 13, 3/21/03	TX5803178	07/14/03
Homes of the Hamptons vol. 15, no. 12, 2/21/03	TX5803174	07/14/03
Homes of the Hamptons vol. 15, no. 11, 1/25/03	TX5803173	07/14/03
Homes of the Hamptons, vol. 15, no. 10, 12/27/02	TX5803172	07/14/03
Homes of the Hamptons, vol. 15, no. 9, 12/02	TX5805491	07/14/03
Homes of the Hamptons, vol. 15, no. 7, 10/02	TX5647530	11/22/02
Homes of the Hamptons, vol. 15, no. 6, 9/02	TX5675191	11/22/02
Homes of the Hamptons, vol. 15, no. 8, 8/02	TX5675192	11/22/02
Homes of the Hamptons: the magazine of seaside and country living, vol. 14, no. 13, 02/02	TX5587112	03/28/02
Homes of the Hamptons: the magazine of seaside and country living, vol. 15, no. 3, 06/02	TX5614163	07/26/02
Homes of the Hamptons: the magazine of seaside and country living, vol. 15, no. 4, 07/02	TX5614164	07/26/02
Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 2, 02/02	TX5587111	03/28/02
Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 3, 03/02	TX5614166	07/26/02
Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 4, 04/02	TX5613401	07/26/02
Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 5, 05/02	TX5614165	07/26/02
Homes of the Hamptons	TXu1083888	03/13/02
Homes of Eastern Long Island	TXu1083887	03/13/02
Homes of the Hamptons	TXu1056111	07/26/02
Homes of the Hamptons: the magazine of seaside and country living, vol. 16, no. 7, 10/03	TX6032665	11/26/03
Homes of the Hamptons: the magazine of seaside and country living, vol. 16, no. 8, 10/03	TX6032664	11/26/03
Homes of the Hamptons: the magazine of seaside and country living, vol. 15, no. 1, 04/02	TX5635563	07/26/02
Homes of the Hamptons: the magazine of seaside and country living, vol. 15, no. 8, 04/02	TX5647553	11/22/02

Title	Registration No.	Registration Date
Homes of Eastern Long Island: the magazine of seaside and country living, vol. 11, no. 10, 10/03	TX6032662	11/26/03
Homes of Eastern Long Island: the magazine of seaside and country living, vol. 11, no. 11, 11/03	TX6032663	11/26/03
Homes of Eastern Long Island: the magazine of seaside and country living, vol. 10, no. 10, 10/02	TX5803179	07/14/03