

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest and Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas) LLC, as Collateral Agent		01/07/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, Inc., as Administrative Agent
Street Address:	12 East 49th Street
Internal Address:	Attn: Eul Kim-Specialty Finance Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CALIFORNIA

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
Registration Number:	3337014	FASTVALUES

OP \$890.00 2391262

Registration Number:	2859849	HOMEIMPROVEMENT
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
Registration Number:	3460451	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
Registration Number:	3298138	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, Jones Day
Address Line 1: 1420 Peachtree Street, N.E.
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	927268-600005
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/

TRADEMARK

REEL: 004453 FRAME: 0228

Date:

01/14/2011

Total Attachments: 8

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**ASSIGNMENT OF SECURITY INTEREST
AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS ASSIGNMENT OF SECURITY INTEREST AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT dated as of January 7, 2011 (this "Agreement"), is by and among NETWORK COMMUNICATIONS, INC., a Georgia corporation (the "Grantor"), TORONTO DOMINION (TEXAS) LLC ("TDTX") in its capacity as the "Collateral Agent" under the Prior Loan Agreements (as defined below) (in such capacity, the "Resigning Collateral Agent"), and WELLS FARGO CAPITAL FINANCE, INC., in its capacity as successor agent to the Resigning Collateral Agent (the "Successor Agent").

RECITALS:

WHEREAS, Grantor, Gallarus Media Holdings, Inc., a Delaware corporation ("Holdings"), Resigning Collateral Agent, TDTX, in its capacity as administrative agent (in such capacity, the "Resigning Administrative Agent"), and the lenders from time to time party thereto are parties to (a) that certain Revolving Loan Agreement dated as of July 20, 2007 (as amended by that certain First Amendment to Revolving Loan Credit Agreement dated as of June 10, 2008, that certain Second Amendment to Revolving Loan Credit Agreement dated as of December 4, 2008, and that certain Third Amendment to Revolving Loan Credit Agreement dated as of May 4, 2009 and as the same may be further amended, restated, supplemented, or otherwise modified from time to time through the date hereof, the "Prior Revolving Loan Agreement") and (b) that certain Term Loan Agreement dated as of July 20, 2007 (as amended, restated, supplemented, or otherwise modified from time to time through the date hereof, the "Prior Term Loan Agreement") and, together with the Prior Revolving Loan Agreement, collectively, the "Prior Loan Agreements");

WHEREAS, Grantor executed and delivered that certain Trademark Security Agreement dated as of July 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Security Agreement"), granting to the Resigning Collateral Agent as the "Collateral Agent" under the Prior Loan Agreements a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Obligations (as defined in the Prior Loan Agreements), which Existing Security Agreement was filed with the United States Patent and Trademark Office on or about June 30, 2010, at Reel 004234, Frame 0356;

WHEREAS, Resigning Collateral Agent has resigned as the "Collateral Agent" under the Prior Loan Agreements and the other Loan Documents and assigned all of its rights, remedies, powers, privileges and duties in such capacity, and in the security interests granted in the Existing Security Agreement, to Successor Agent and Successor Agent has been duly appointed as the "Collateral Agent" under the Prior Loan Agreements and the other Loan Documents pursuant to the terms and conditions of that certain Resignation of Agent and Appointment of Agent Agreement dated as of the date hereof, by and among Grantor, Holdings, Resigning Administrative Agent, Resigning Collateral Agent, and Successor Agent (the "Assignment Agreement"; the Prior Loan Agreements and the Assignment Agreement, collectively, the "Assignment Documents"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Prior Loan Agreements.

SECTION 2. Assignment of Security Interest. The parties hereto hereby acknowledge the appointment of Successor Agent as the "Collateral Agent" under the Prior Loan Agreements, as provided in the Assignment Documents. From henceforth, Successor Agent shall possess all the rights with respect to the Trademark Collateral (including, without limitation, the Trademarks set forth on Schedule A hereto) to the same extent as it was possessed by Resigning Collateral Agent pursuant to the Existing Security Agreement.

SECTION 3. Amendment. The Existing Security Agreement is hereby amended to the extent necessary to reflect the assignment of security interest described in Section 2 above.

SECTION 4. No Other Changes. Except as expressly provided in this Agreement, the terms of the Existing Security Agreement shall remain in full force and effect without change.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Agreement may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of this Agreement.

SECTION 6. Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

SECTION 7. Further Assurances. Resigning Collateral Agent agrees to execute and deliver such further evidence of the assignments provided for herein and to take such further actions as may be reasonably necessary to effectuate the purposes of this Agreement, all in such form as may be reasonably requested by Successor Agent.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of, the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NETWORK COMMUNICATIONS, INC., as Grantor

By: _____

Name: Daniel McCarthy

Title: Chief Executive Officer

[NC] - ASSIGNMENT OF TRADEMARK SECURITY INTEREST

TRADEMARK
REEL: 004453 FRAME: 0232

TORONTO DOMINION (TEXAS) LLC,
as Resigning Collateral Agent

By: _____ 

Name: _____ **BEBI YASIN**

AUTHORIZED SIGNATORY

Title: _____

[NCI - ASSIGNMENT OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 004453 FRAME: 0233

WELLS FARGO CAPITAL FINANCE, INC.,
as Successor Agent

By:  _____

Name: Eul Kim

Title: Vice President

SCHEDULE A
to Assignment of Security Interest and Amendment to Trademark Security Agreement

Trademarks

Trademark	Country / State	Status	Application or Registration No.	Application Date or Registration Date
"THE ORIGINAL" APARTMENT FINDER	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	Registered	3337014	11/13/07
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	Registered	3460451	7/8/08
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 & LIFESTYLE	U.S. Federal	Registered	2810668	2/3/04
SENIOR LIVING CHOICES	U.S. Federal	Registered	3298138	9/25/07
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

[NCI - ASSIGNMENT OF TRADEMARK SECURITY INTEREST]

ATI-2453883v3

TRADEMARK
REEL: 004453 FRAME: 0236

THE REAL ESTATE BOOK (and Design)	U.S. Federal	Registered	1996435	8/27/96
UNIQUE HOMES (Stylized)	U.S. Federal	Registered	1734744	11/24/92
UNIQUE HOMES	U.S. Federal	Registered	1241668	6/7/83

*Grantor claims exclusive nationwide use of the trademark APARTMENT FINDER with exception of the following Colorado counties: Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, El Paso, Gilpin, Jefferson, Park and Teller.