

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NETWORK COMMUNICATIONS, INC.		07/01/2015	CORPORATION: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent
<b>Street Address:</b>	10 S. Dearborn
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	a national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4080961	AFRESULTS.COM
Registration Number:	4080962	AFRESULTS.COM MORE LEADS, MORE LEASES!
Registration Number:	4081110	AGENT SHERPA
Registration Number:	2057413	APARTMENT BLUE BOOK
Registration Number:	4378008	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:	4161446	BROKERSHERPA
Registration Number:	4141569	CAMPAIGNSHERPA
Registration Number:	2736391	COLORADO HOMES & LIFESTYLES
Registration Number:	3926375	COMMUNITYSHERPA
Registration Number:	4479813	DESIGNSHERPA
Registration Number:	3958456	DIGITALSHERPA
Registration Number:	3788336	IPAK
Registration Number:	3735449	ITOUR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2954180	LIVINGCHOICES
Registration Number:	2822675	LIVINGCHOICES.COM
Registration Number:	4080960	MORE LEADS, MORE LEASES!
Registration Number:	2170725	MOUNTAIN LIVING
Registration Number:	4215621	RELOCATING IN KC
Registration Number:	2293780	RELOCATING IN LAS VEGAS
Registration Number:	4307855	SHERPA LITE
Registration Number:	4240234	SOCIAL SHERPA
Registration Number:	4438513	SOCIALTRACT
Registration Number:	4273565	ULTIMATE HOMES
Registration Number:	4305416	ULTIMATE HOMES
Registration Number:	1241668	UNIQUE HOMES
Registration Number:	1734744	UNIQUE HOMES
Serial Number:	86096505	APARTMENT FINDER
Serial Number:	86558947	FINDERSITES
Serial Number:	86558941	FINDERSOCIAL
Serial Number:	86558935	INTELLIRENT
Serial Number:	85721780	MOVING CHOICES
Serial Number:	86558932	REVIEW SCOUT

#### CORRESPONDENCE DATA

Fax Number: 6502515002

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6502515027

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 019206/0004

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 07/30/2015

#### Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of July 1, 2015, between NETWORK COMMUNICATIONS, INC. (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of April 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among CoStar Realty Group, Inc., as Borrower, CoStar Realty Information, Inc., as Co-Borrower, the Lenders party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of April 1, 2014 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States registrations and applications listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks; provided that any Trademark application filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such Trademark, will not be deemed to be Trademark Collateral unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States

Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, *et seq.*), if, to the extent, and for so long as, granting a security interest or other lien in such Trademark application prior to such filing could reasonably be expected to adversely affect the enforceability or validity of such Trademark application.

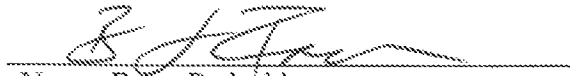
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in connection with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

NETWORK COMMUNICATIONS, INC.,

by

A handwritten signature in black ink, appearing to read "B. Radecki", is written over a horizontal line.

Name: Brian Radecki

Title: Executive Vice President, Finance

[Signature Page -- Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005588 FRAME: 0298**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

  
Name: Helene Sprung  
Title: Senior Vice President

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005588 FRAME: 0299**

## SCHEDULE I

### *I. Trademarks*

	<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. Number</b>	<b>Jurisdiction</b>
1	Network Communications, Inc.	AFRESULTS.COM	4,080,961	United States of America
2	Network Communications, Inc.	AFRESULTS.COM MORE LEADS, MORE LEASES!	4,080,962	United States of America
3	Network Communications, Inc.	AGENT SHERPA	4,081,110	United States of America
4	Network Communications, Inc.	APARTMENT BLUE BOOK	2,057,413	United States of America
5	Network Communications, Inc.	APARTMENT FINDER	4,378,008	United States of America
6	Network Communications, Inc.	AT HOME IN ARKANSAS	3,168,273	United States of America
7	Network Communications, Inc.	AT HOME IN ARKANSAS	2,741,476	United States of America
8	Network Communications, Inc.	ATLANTA HOMES	2,824,708	United States of America
9	Network Communications, Inc.	ATLANTAHOMES & LIFESTYLES	2,827,715	United States of America
10	Network Communications, Inc.	ATLANTAHOMES AND LIFESTYLES (and design)	1,830,930	United States of America
11	Network Communications, Inc.	BROKERSHERPA	4,161,446	United States of America
12	Network Communications, Inc.	CAMPAIGNSHERPA	4,141,569	United States of America
13	Network Communications, Inc.	COLORADO HOMES & LIFESTYLES	2,736,391	United States of America
14	Network Communications, Inc.	COMMUNITYSHERPA	3,926,375	United States of America
15	Network Communications, Inc.	DESIGNSHERPA	4,479,813	United States of America
16	Network Communications, Inc.	DIGITALSHERPA	3,958,456	United States of America
17	Network Communications, Inc.	IPAK	3,788,336	United States of America
18	Network Communications, Inc.	ITOUR	3,735,449	United States of America
19	Network Communications, Inc.	LIVINGCHOICES	2,954,180	United States of America
20	Network Communications, Inc.	LIVINGCHOICES.COM (and design)	2,822,675	United States of America
21	Network Communications, Inc.	MORE LEADS, MORE LEASES!	4,080,960	United States of America
22	Network Communications, Inc.	MOUNTAIN LIVING	2,170,725	United States of America
23	Network Communications, Inc.	RELOCATING IN KC	4,215,621	United States of America
24	Network Communications, Inc.	RELOCATING IN LAS VEGAS	2,293,780	United States of America
25	Network Communications, Inc.	SHERPA LITE	4,307,855	United States of America
26	Network Communications, Inc.	SOCIAL SHERPA	4,240,234	United States of America
27	Network Communications, Inc.	SOCIALTRACT	4,438,513	United States of America
28	Network Communications, Inc.	ULTIMATE HOMES	4,273,565	United States of America
29	Network Communications, Inc.	ULTIMATE HOMES	4,305,416	United States of America

30	Network Communications, Inc.	UNIQUE HOMES	1,241,668	United States of America
31	Network Communications, Inc.	UNIQUE HOMES (stylized)	1,734,744	United States of America

## *II. Trademark Applications*

	<b>Registered Owner</b>	<b>Mark</b>	<b>App. Number</b>	<b>Jurisdiction</b>
1	Network Communications, Inc.	APARTMENT FINDER	86/096,505	United States of America
2	Network Communications, Inc.	FINDERSITES	86/558,947	United States of America
3	Network Communications, Inc.	FINDERSOCIAL	86/558,941	United States of America
4	Network Communications, Inc.	INTELLIRENT	86/558,935	United States of America
5	Network Communications, Inc.	MOVING CHOICES	85/721,780	United States of America
6	Network Communications, Inc.	REVIEW SCOUT	86/558,932	United States of America