

**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.		01/07/2011	CORPORATION: GEORGIA

**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: 23**

Property Type	Number	Word Mark
Serial Number:	85122730	AFRESULTS.COM
Serial Number:	85122737	AFRESULTS.COM MORE LEADS, MORE LEASES!
Serial Number:	85152666	AGENT SHERPA
Serial Number:	77742362	COMMUNITYSHERPA
Registration Number:	2385685	CORPORATE CHOICES
Serial Number:	77747534	DIGITALSHERPA
Serial Number:	85036399	HEALTHFITSHERPA
Serial Number:	77663987	ICONNECT
Registration Number:	3788334	INVIEW
Registration Number:	3788336	IPAK
Registration Number:	3735449	ITOUR
Serial Number:	85122724	MORE LEADS, MORE LEASES!
Serial Number:	77492473	NEDHOF

OP \$590.00 85122730

900181334

**TRADEMARK**  
 REEL: 004453 FRAME: 0307

Registration Number:	3564144	NEDHOF
Registration Number:	3564141	NEDHOF
Registration Number:	3564139	NEDHOF
Serial Number:	77492472	NEW ENGLAND DESIGN HALL OF FAME
Registration Number:	3590407	NEW ENGLAND DESIGN HALL OF FAME
Registration Number:	3590406	NEW ENGLAND DESIGN HALL OF FAME
Registration Number:	3659564	NEW ENGLAND DESIGN HALL OF FAME
Registration Number:	3691183	NEW HOME FINDER
Registration Number:	3797434	SAY IT!
Registration Number:	3511401	ST. LOUIS HOMES + LIFESTYLES

**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/
Date:	01/14/2011

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**  
**(NETWORK COMMUNICATIONS, INC.)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between NETWORK COMMUNICATIONS, INC., a Georgia corporation (the "Grantor"), and WELLS FARGO CAPITAL FINANCE, INC. (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Loan Agreement dated as of January 7, 2011 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among the Grantor, the Lenders party thereto and the Administrative Agent.

**RECITALS:**

A. The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Amended and Restated Borrower Security Agreement, dated as of January 7, 2011 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1

annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

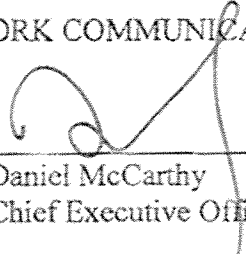
The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed by their duly authorized representatives as of the 7th day of January, 2011.

GRANTOR:

NETWORK COMMUNICATIONS, INC.

By:   
Name: Daniel McCarthy  
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,  
as Administrative Agent

By: 

Name: Eul Kim

Title: Vice President

Schedule 1  
to  
Trademark Security Agreement

**TRADEMARKS**

<b>Trademark</b>	<b>Country / State</b>	<b>Status</b>	<b>Application or Registration No.</b>	<b>Application Date or Registration Date</b>
AFRESULTS.COM	U.S. Federal	Pending	85/122730	9/3/10
AFRESULTS.COM MORE LEADS, MORE LEASES!	U.S. Federal	Pending	85/122737	9/3/10
AGENT SHERPA	U.S. Federal	Pending	85/152666	10/14/10
COMMUNITYSHERPA	U.S. Federal	Pending	77/742362	5/21/09
CORPORATE CHOICES	U.S. Federal	Registered	2385685	9/12/00
DIGITALSHERPA	U.S. Federal	Pending	77/747534	5/29/09
HEALTHFITSHERPA	U.S. Federal	Pending	85/036399	5/12/10
ICONNECT	U.S. Federal	Pending	77/663987	2/5/09
INVIEW	U.S. Federal	Registered	3788334	5/11/10
IPAK	U.S. Federal	Registered	3788336	5/11/10
ITOUR	U.S. Federal	Registered	3735449	1/5/10
MORE LEADS, MORE LEASES!	U.S. Federal	Pending	85/122724	9/3/10
NEDHOF	U.S. Federal	Pending	77/492473	6/8/08
NEDHOF	U.S. Federal	Registered	3564144	1/20/09
NEDHOF	U.S. Federal	Registered	3564141	1/20/09
NEDHOF	U.S. Federal	Registered	3564139	1/20/09
NEW ENGLAND DESIGN HALL OF FAME	U.S. Federal	Pending	77/492472	6/8/08

NEW ENGLAND DESIGN HALL OF FAME	U.S. Federal	Registered	3590407	3/17/09
NEW ENGLAND DESIGN HALL OF FAME	U.S. Federal	Registered	3590406	3/17/09
NEW ENGLAND DESIGN HALL OF FAME	U.S. Federal	Registered	3659564	7/21/09
NEW HOME FINDER	U.S. Federal	Registered	3691183	10/6/09
SAY IT!	U.S. Federal	Registered	3797434	6/1/10
ST. LOUIS HOMES + LIFESTYLES	U.S. Federal	Registered	3511401	10/7/08