

10-16-2000

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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10-16-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 101421247
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other []
- Effective Date
Month Day Year
[]

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Prince Communications, Ltd.

06022000

Formerly []

- Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name Prudential Insurance Company of America, The

DBA/KA/TA []

Composed of []

Address (line 1) c/o Prudential Capital Group

Address (line 2) Two Ravinia Drive, Suite 1400

Address (line 3) Atlanta

City

Georgia

State/Country

30346

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other Mutual Insurance Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization New Jersey

08/08/2000 JJALLAH2 00000048 75487120

FOR OFFICE USE ONLY

01 FQ:481
02 FQ:482

40.00 OP
625.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002155 FRAME: 0737

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

DATED as of June 20, 2000

among

**PRINCE COMMUNICATIONS, LTD.
THE PRINTING HOUSE, LTD.
PCL MEDIA, LTD.
HOMES & LAND PUBLISHING, LTD.
PRINCE COMMUNICATIONS PUBLISHING, INC.**

and

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Collateral Agent**

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of June 20, 2000, among **PRINCE COMMUNICATIONS, LTD.** (together with its successors and assigns, the "**Company**"), a Florida limited partnership, **THE PRINTING HOUSE, LTD.** (together with its successors and assigns, "**PHL**"), a Florida limited partnership, **PCL MEDIA, LTD.** (together with its successors and assigns, "**PCI**"), a Florida limited partnership, **HOMES & LAND PUBLISHING, LTD.** (together with its successors and assigns, "**H&L**"), a Florida limited partnership, and **PRINCE COMMUNICATIONS PUBLISHING, INC.** (together with its successors and assigns, "**PCP**"; and together with PHL, PCL, H&L and the Company, individually, an "**Assignor**," and collectively, the "**Assignors**"), a Florida corporation, and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, as collateral agent (in such capacity, together with its successors and assigns acting in such capacity pursuant to the Securities Purchase Agreement (as hereinafter defined), the "**Collateral Agent**").

WHEREAS, the Company and The Prudential Insurance Company of America ("**Prudential**") are parties to a Securities Purchase and Revolving Credit Agreement dated as of June 20, 2000 (as amended and in effect from time to time, the "**Securities Purchase Agreement**"), between the Company and Prudential.

WHEREAS, it is a condition precedent to Prudential's making any loans or otherwise extending credit to the Company under the Securities Purchase Agreement that each Assignor execute and deliver to the Collateral Agent a trademark agreement in substantially the form hereof;

WHEREAS, each Assignor has executed and delivered to the Collateral Agent the Security Agreement (as defined in the Securities Purchase Agreement), pursuant to which the Assignors have granted to the Collateral Agent a security interest in certain of each Assignor's Property, including, without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations (as defined in the Securities Purchase Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Securities Purchase Agreement

and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Assignor. See introductory paragraph.

Associated Goodwill. All goodwill of the Assignors and each of their businesses, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Company. See introductory paragraph.

H&L. See introductory paragraph.

PCL. See introductory paragraph.

PHL. See introductory paragraph.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

Prudential. See first recital.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each of the Assignors that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignors, or subject to their demands for possession or control, related to the production, delivery, provision and sale by the Assignors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Securities Purchase Agreement. See first recital.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignors pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignors, or to which any of the Assignors are a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of any of the Assignors or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignors are a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such

applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any of the Assignors or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any of the Assignors or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignors, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any of the Assignors or are now owned, held or used by any of the Assignors, in such Assignor's businesses, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any Assignor in such Assignor's businesses or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest.

Uniform Commercial Code. The Uniform Commercial Code as in effect from time to time in the State of New York or, as the context may require, any other applicable jurisdiction.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any of the Assignors or their businesses or for the direct or indirect benefit of the Assignors or their businesses, including all such uses by the Assignors themselves, by any of the affiliates of the Assignors, or by any franchisee, licensee or contractor of the Assignors.

Unless otherwise provided herein, the rules of interpretation set forth in §10 of the Securities Purchase Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, each Assignor hereby unconditionally grants to the Collateral Agent a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent. In addition, each Assignor has executed and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Marks**"). Each Assignor hereby authorizes the Collateral Agent to record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of any of the Secured Obligations is automatic under the Securities Purchase Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignors to the Collateral Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, each Assignor has granted to the Collateral Agent a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of the Assignors with respect to the Pledged Trademarks) provided herein, or arising

hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Assignors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by each Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations, except as disclosed in writing to the Collateral Agent prior to the date hereof; (iii) to the best of the Assignors' knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignors' knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignors' knowledge, there is no infringement by the Assignors of the trademark rights of others; (vi) the Assignors are, respectively, the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignors not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement and as otherwise disclosed in writing to the Collateral Agent prior to the date hereof; (vii) each Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent, for the benefit of the holders from time to time of the Secured Obligations, a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State of the State of Florida under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignors or the effectiveness of the security interest and

assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignors, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to the Collateral Agent and its employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent, the Assignors will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignors' obligations under this Trademark Agreement or the Security Agreement, except if and to the extent explicitly permitted under the Securities Purchase Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

6.2. Amendment to Schedule. In furtherance of §6.1, each Assignor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Collateral Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Collateral Agent in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated

hereby. In respect of such responsibility, the Assignors shall retain trademark counsel reasonably acceptable to the Collateral Agent.

7.2. Assignor's Duties, etc. Each Assignor shall have the right and the duty (subject to such Assignor's reasonable business judgment as the value of any particular Trademark and the costs and expenses to be incurred, and after consultation with the Collateral Agent), through trademark counsel reasonably acceptable to the Collateral Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignors. The Assignors shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Such Assignor may require the Collateral Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent to any risk of liability. The Assignors shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks (subject to such Assignor's reasonable business judgment as the value of any particular Pledged Trademark and the costs and expenses to be incurred, and after consultation with the Collateral Agent). Each of the Assignors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under such Assignor's control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, each Assignor will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that

does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks)

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Securities Purchase Agreement, the Security Agreement and the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all reasonable expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Securities Purchase Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to each Assignor at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any of the Assignors shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any of the Assignors shall be breached, the Collateral Agent, in its own name or that of the Assignors (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignors do hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as the Assignors' true and lawful attorney-in-fact, with full power of substitution and with the power to endorse each Assignor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignors therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignors are obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Collateral Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Secured Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Collateral Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between any one or more of the Assignors and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Securities Purchase Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COLLATERAL AGENT ASSUMES NO LIABILITIES OF ANY OF THE ASSIGNORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS SHALL INDEMNIFY THE COLLATERAL AGENT FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to any of the Assignors, at

Prince Communications, Ltd.
1600 Capital Circle S.W.
Tallahassee, Florida 32310
Attention: Frances C. Lowe
Facsimile: 904-575-9567

or at such other address for notice as the Assignors shall last have furnished in writing to the Person giving the notice; and

(b) if to the Collateral Agent, at

The Prudential Insurance Company of America
c/o Prudential Capital Group
Two Ravinia Drive, Suite 1400
Atlanta, GA 30346

or at such other address for notice as the Collateral Agent shall last have furnished in writing to the Person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent and each of the Assignors, except as provided in §6.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §17. The Assignors hereby waive any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNORS WAIVE THEIR RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR SECURED OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR SECURED OBLIGATIONS. Except as prohibited by law, the Assignors waive any rights which they may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignors (i) certify that neither the Collateral Agent nor any representative, agent or attorney of the Collateral Agent has represented, expressly or otherwise, that the Collateral Agent would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledge that, in entering into the Securities Purchase Agreement and the other Financing Documents to which the Collateral Agent is a party, the Collateral Agent is relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Collateral Agent and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Securities Purchase Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Securities Purchase Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignors acknowledge receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

PRINCE COMMUNICATIONS, LTD.
By: Prince Communications, Inc., its
general partner

By: Frances C Lowe
Name: FRANCES C LOWE
Title: VICE PRESIDENT

THE PRINTING HOUSE, LTD.
By: Prince Communications
Publishing , Inc., its general
partner

By: Frances C Lowe
Name: FRANCES C LOWE
Title: VICE PRES/CEO

PCL MEDIA, LTD.
By: Prince Communications
Publishing , Inc., its general
partner

By: Frances C Lowe
Name: FRANCES C LOWE
Title: VICE PRES/CEO

HOMES & LAND PUBLISHING, LTD.
By: Prince Communications
Publishing , Inc., its general
partner

By: Frances C Lowe
Name: FRANCES C LOWE
Title: VICE PRES/CEO

PRINCE COMMUNICATIONS
PUBLISHING, INC.

By: Frances C. Lowe
Name: FRANCES C. LOWE
Title: VICE PRES / CEO

IN WITNESS WHEREOF, this Trademark Agreement has been executed
as of the day and year first above written.

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as
Collateral Agent**

By: Billy B. Greer
Name: Billy B. Greer
Title: Vice President.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss.
COUNTY OF LEON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of June, 2000, personally appeared Frances C. Lowe to me known personally, and who, being by me duly sworn, deposes and says that she is the Vice President of Prince Communications, Inc., a Florida corporation and the general partner of Prince Communications, Ltd., and that said instrument was signed and sealed on behalf of said corporation, and said Frances C. Lowe acknowledged said instrument to be the free act and deed of said corporation.

Lani E. Musgrove
Notary Public
My commission expires: 6-4-2002



Lani E. Musgrove
MY COMMISSION # CC748500 EXPIRES
June 4, 2002
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA)
)ss.
COUNTY OF LEON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of June, 2000, personally appeared Frances C. Lowe to me known personally, and who, being by me duly sworn, deposes and says that she is the Vice President / CEO of Prince Communications Publishing, Inc., a Florida corporation and the general partner of each of The Printing House, Ltd., PCL Media, Ltd. and Homes & Land Publishing, Ltd., and that said instrument was signed and sealed on behalf of said corporation, and said Frances C. Lowe acknowledged said instrument to be the free act and deed of said corporation.

Lani E. Musgrove
Notary Public
My commission expires: 6-4-2002



Lani E. Musgrove
MY COMMISSION # CC748500 EXPIRES
June 4, 2002
BONDED THRU TROY FARM INSURANCE, INC.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Georgia)
)
)ss.
COUNTY OF DeKalb)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22nd day of June, 2000, personally appeared Billy B. Greer to me known personally, and who, being by me duly sworn, deposes and says that he is the vice president of The Prudential Insurance and that said instrument was signed and sealed on behalf of said corporation, and said Billy B. Greer acknowledged said instrument to be the free act and deed of said corporation.

Company of America

Vicki W. Ishee

Notary Public

My commission expires:



SCHEDULE A

Intellectual Property

<u>Trademark or Service Mark</u>	<u>Registrations – United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
1. HOMES & LAND MAGAZINE	West Virginia – no serial number	08/13/80 11/08/83
2. HOMES & LAND	U.S. Reg. 1,256,835	07/02/85
3. DESIGN OF HOUSE	U.S. Reg. 1,346,071	04/20/93
4. RENTAL GUIDE & DESIGN	U.S. Reg. 1,765,794	01/14/97
5. RENTAL GUIDE MAGAZINE	U.S. Reg. 2,031,281	04/02/91
6. AMERICA'S BROKER	U.S. Reg. 1,639,730	07/28/92
7. HOMEMAIL	U.S. Reg. 1,703, 648	05/27/97
8. ON-SITE	U.S. Reg. 2,064,271	03/09/93
9.HOMES & LAND (DESIGN)	U.S. Reg. 1,756,790	12/18/97
10. HOMEFAX	U.S. Reg. 2,038,027	09/20/94
11. WHERE AMERICA LOOKS FOR HOMES	U.S. Reg. 1,854,856	09/12/95
12. HOMES & LAND ELECTRONIC MAGAZINE	U.S. Reg. 1,918,342	12/23/97
13. NEW HOMES	U.S. Reg. 2,124,466	02/20/96
14. WHEN RENTERS NEED GUIDANCE, THIS IS WHERE THEY LOOK	U.S. Reg. 1,957,508	01/20/98
15. TOGETHER WE CAN & DESIGN	U.S. Reg. 2,130,176	03/09/99
16. HOME DISCOVERIES	U.S. Reg. 2,230,872	

Schedule A-1

CTDOCS2:1376705.3

TRADEMARK
REEL: 002155 FRAME: 0763

17. ESTATES & HOMES	U.S. Reg. 2,301,653	12/21/99
18. CP (STYLIZED) AND DESIGN -	S/N 75/487,120	05/18/98
19. CENTURY PUBLISHING	S/N 75/487, 118	05/18/98
20. WHERE THE WORLD FINDS HOMES	U.S. Reg.2,301,998	10/06/98
21. MORE THAN JUST A MAGAZINE	U.S. Reg. 2,321,008	12/07/98
22. HELPING RENTERS FEEL AT HOME	U.S. Reg. 2,316,272	12/07/98
23. HOMELINE	U.S. Reg. 1,152, 647	04/28/81
24. HOME GUIDE & DESIGN	U.S. Reg.1,511,348	11/01/88
25. HOME GUIDE	U.S. Reg. 1,959,590	03/05/96
26. THE PRINTING HOUSE, INC.	U.S. Reg. 1,992,238 (Printing Hse, Inc.)	08/13/96
27. ESTATES & HOMES	U.S. Reg. 2,301,653	05/21/98

**FOREIGN
TRADEMARKS**

Trademark or <u>Service Mark</u>	Pending Applications -- Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
1. HOMES AND LAND MAGAZINE & DESIGN	Canadian Reg. No. 269,482	05/28/82 11/29/95
2. HOMES & LAND	Mexican Reg. 511,690	10/22/92
3. HOMES & LAND	Mexican Reg. 424,253	

Schedule A-2

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, **PRINCE COMMUNICATIONS, LTD.** (together with its successors and assigns, the "**Company**"), a Florida limited partnership, **THE PRINTING HOUSE, LTD.** (together with its successors and assigns, "**PHL**"), a Florida limited partnership, **PCL MEDIA, LTD.** (together with its successors and assigns, "**PCL**"), a Florida limited partnership, **HOMES & LAND PUBLISHING, LTD.** (together with its successors and assigns, "**H&L**"), a Florida limited partnership, and **PRINCE COMMUNICATIONS PUBLISHING, INC.** (together with its successors and assigns, "**PCP**"; and together with PHL, PCL, H&L and the Company, individually, an "**Assignor**," and collectively, the "**Assignors**"), a Florida corporation, have adopted and used and are using the trademarks and service marks (the "**Marks**") identified on the Annex hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a mutual insurance company organized and existing under the laws of the State of New Jersey, having a place of business at 1114 Avenue of the Americas, 30th Floor, New York, New York 10036, acting as collateral agent (the "**Assignee**"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

Exhibit 1-1

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 20th day of June, 2000.

PRINCE COMMUNICATIONS, LTD.
By: Prince Communications, Inc.,
its general partner

By: _____
Name:
Title:

THE PRINTING HOUSE, LTD.
By: Prince Communications
Publishing , Inc., its general
partner

By: _____
Name:
Title:

PCL MEDIA, LTD.
By: Prince Communications
Publishing , Inc., its general
partner

By: _____
Name:
Title:

HOMES & LAND PUBLISHING, LTD.
By: Prince Communications
Publishing , Inc., its general
partner

By: _____
Name:
Title:

Exhibit 1-2

CTDOCS2:1376705.3

TRADEMARK
REEL: 002155 FRAME: 0766

**PRINCE COMMUNICATIONS
PUBLISHING, INC.**

By: _____
Name:
Title:

Exhibit 1-3

S2:1376705.3

**TRADEMARK
REEL: 002155 FRAME: 0767**

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the _____ day of _____, 200__.

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as
Collateral Agent**

By: _____

Name:

Title:

Exhibit 1-4

CTDOCS2:1376705.3

**TRADEMARK
REEL: 002155 FRAME: 0768**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of June, 2000, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of Prince Communications, Inc., a Florida corporation and the general partner of Prince Communications, Ltd., and that said instrument was signed and sealed on behalf of said corporation, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of June, 2000, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of Prince Communications Publishing, Inc., a [_____] corporation and the general partner of each of The Printing House, Ltd., PCL Media, Ltd. and Homes & Land Publishing, Ltd., and that said instrument was signed and sealed on behalf of said corporation, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:

Exhibit 1-5

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this _____ day of _____, _____, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of _____, and that said instrument was signed and sealed on behalf of said _____, and said _____ acknowledged said instrument to be the free act and deed of said _____.

Notary Public
My commission expires:

Exhibit 1-6

ANNEX

Intellectual Property

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
1. HOMES & LAND MAGAZINE	West Virginia – no serial number	08/13/80 11/08/83
2. HOMES & LAND	U.S. Reg. 1,256,835	07/02/85
3. DESIGN OF HOUSE	U.S. Reg. 1,346,071	04/20/93
4. RENTAL GUIDE & DESIGN	U.S. Reg. 1,765,794	01/14/97
5. RENTAL GUIDE MAGAZINE	U.S. Reg. 2,031,281	04/02/91
6. AMERICA'S BROKER	U.S. Reg. 1,639,730	07/28/92
7. HOMEMAIL	U.S. Reg. 1,703, 648	05/27/97
8. ON-SITE	U.S. Reg. 2,064,271	03/09/93
9.HOMES & LAND (DESIGN)	U.S. Reg. 1,756,790	12/18/97
10. HOMEFAX	U.S. Reg. 2,038,027	09/20/94
11. WHERE AMERICA LOOKS FOR HOMES	U.S. Reg. 1,854,856	09/12/95
12. HOMES & LAND ELECTRONIC MAGAZINE	U.S. Reg. 1,918,342	12/23/97
13. NEW HOMES	U.S. Reg. 2,124,466	02/20/96
14. WHEN RENTERS NEED GUIDANCE, THIS IS WHERE THEY LOOK	U.S. Reg. 1,957,508	01/20/98
15. TOGETHER WE CAN & DESIGN	U.S. Reg. 2,130,176	

Annex-1

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**TRADEMARK
REEL: 002155 FRAME: 0771**

16. HOME DISCOVERIES	U.S. Reg. 2,230,872	03/09/99
17. ESTATES & HOMES	U.S. Reg. 2,301,653	12/21/99
18. CP (STYLIZED) AND DESIGN -	S/N 75/487,120	05/18/98
19. CENTURY PUBLISHING	S/N 75/487, 118	05/18/98
20. WHERE THE WORLD FINDS HOMES	U.S. Reg.2,301,998	10/06/98
21. MORE THAN JUST A MAGAZINE	U.S. Reg. 2,321,008	12/07/98
22. HELPING RENTERS FEEL AT HOME	U.S. Reg. 2,316,272	12/07/98
23. HOMELINE	U.S. Reg. 1,152, 647	04/28/81
24. HOME GUIDE & DESIGN	U.S. Reg.1,511,348	11/01/88
25. HOME GUIDE	U.S. Reg. 1,959,590	03/05/96
26. THE PRINTING HOUSE, INC.	U.S. Reg. 1,992,238 (Printing Hse, Inc.)	08/13/96
27. ESTATES & HOMES	U.S. Reg. 2,301,653	05/21/98

FOREIGN TRADEMARKS

<u>Trademark or Service Mark</u>	<u>Pending Applications -- Patent and Trademark Office Serial No.</u>	<u>Filing Date</u>
1. HOMES AND LAND MAGAZINE & DESIGN	Canadian Reg. No. 269,482	05/28/82 11/29/95
2. HOMES & LAND	Mexican Reg. 511,690	10/22/92
3. HOMES & LAND	Mexican Reg. 424,253	

Annex-2

CTDOCS2:1376705.3