

09-01-1999

1 SHEET
ONLY

8-31-99



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101131812

the attached original documents or copy thereof

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

R.H. Donnelley

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank,
as Administrative Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State N/Y
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 5, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

(SEE ATTACHED)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Piero Giudice

Internal Address: CRAVATH, SWAINE & MOORE

Street Address: Worldwide Plaza

825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41): _____ \$

390⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/01/1999 DNGUYEN 00000011 1563895

01 FC:481 40.00 DP
02 FC:482 350.00 DP

9. 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.

Piero Giudice

Piero Giudice 8/26/99
Signature TRADEMARK

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to Trademark
Security Agreement
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U.S. TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1,583,895	02/20/90	The Book The Phone Company Doesn't Want You To Read
Illinois State 51,789	08/10/82	Chicago Visitors Guide and Design
Illinois State 51,790	08/10/82	Chicago Visitors Guide and Downtown Directory Design
1,522,851 2	01/31/89	Donnelley Direct
1,510,897 3	11/01/88	Donnelley Directory
Appl. No. 75,327,047 4	Intent-to-Use Application filed 07/18/97	The Donnelley Directory Yellow Pages and Design
Appl. No. to be issued	Application to be filed in 6/98	RHD
Appl. No. to be issued	Application to be filed in 6/98	RHD and Sphere Design
Appl. No. to be issued	Application to be filed in 6/98	RHDonnelley
Appl. No. to be issued	Application to be filed in 6/98	RHDonnelley and Sphere Design
1,842,485 5	06/28/94	DRA
Appl. No. 74/096452 6	Application filed 08/29/90	Money Savers
1,117,935 7	05/08/79	MPA

Schedule I
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U.S. TRADEMARK REGISTRATIONS

<u>Registration No.</u>		<u>Registration Date</u>	<u>Mark</u>
1,854,655	8	09/20/94	The One Book
Appl. No. 75,327,052	9	Intent-to-Use Application filed 07/16/97	The One Book Yellow Pages and Design
Illinois State 7,551		06/04/30	The Red Book
575,391	10	06/09/53	The Red Book
1,876,841	11	01/31/95	Yello.Good Buy!
1,877,895	12	02/07/95	Yellophone
Appl. No. 75/426,370	13	Intent-to-Use Application filed 01/30/98	YPRadio
Appl. No. 75,448,941	14	Intent-to-Use Application filed 03/12/98	YPRadio and Design
1,894,290	15	05/16/95	YPTV

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

WHEREAS, R.H. Donnelley Inc., a Delaware corporation (herein referred to as "**Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Grantor, as Borrower, The Dun & Bradstreet Corporation (to be renamed R.H. Donnelley Corporation), the Lenders party thereto (the "**Lenders**") and The Chase Manhattan Bank, as Administrative Agent are parties to a Credit Agreement dated as of June 5, 1998 (as the same may be further amended from time to time, the "**Credit Agreement**");

WHEREAS, Grantor may, after the date hereof, become obligated to one or more Lenders under one or more Hedging Agreements (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Borrower Security Agreement dated as of June 5, 1998 (as such agreement may be further amended from time to time, the "**Security Agreement**") among Grantor and The Chase Manhattan Bank, as Administrative Agent for the Lenders (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of the Lenders a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) payable by Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of 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 now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(NY) 04675/038/CA/sec.agt.wpd

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as an Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Grantor will not sell, transfer, lease or otherwise dispose of, or grant any option with respect to, any Trademark Collateral except that, subject to the rights of the Administrative Agent and the Lenders hereunder if an Event of Default has occurred and is continuing, Grantor may sell, transfer, lease or otherwise dispose of any Trademark Collateral as permitted by the terms of the Credit Agreement (and subject to compliance with the terms thereof, including without limitation Section 2.10).

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

(NY) 04675/088/CA/sec.agt.wpd

Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of June, 1998.

R.H. DONNELLEY INC.

By: *Frank M. Colavasso*
Title: Frank M. Colavasso
Vice President and Treasurer

Acknowledged:

THE CHASE MANHATTAN
BANK, as Administrative Agent

By: *Marian N. Schulman*
Title: Marian N. Schulman
Vice President

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

I, Margaret A. DiSarro, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Frank M. Colarusso, Vice President + Treasurer of R.H. Donnelley Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President + Treasurer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 5th day of June, 1998.

[Seal]

Margaret A. DiSarro

Signature of notary public

My Commission expires 11-30-98

MARGARET A. DISARRO
Notary Public, State of New York
No. 43-475968
Qualified in Richmond County
Commission Expires 11-30-98

Schedule 1
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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u>			
Trademark License Agreement	Yellow Book USA, L.P. ("Licensor") and RHD ("Licensee")	12/15/97	Exclusive license to use "The One Book" trademark worldwide, except certain areas of DE, MD, NJ, PA, VA and D.C.
Non-Exclusive License Agreement	Ameritech Publishing, Inc. ("Licensor") and AM-DON ("Licensee")	09/20/90	Non-exclusive license to use "PagesPlus" trademark
Service Mark License Agreement	AM-DON ("Licensor") and RHD ("Licensee")	03/01/90	Exclusive license to use and sublicense "Touch Four" service mark in certain geographic areas set forth in Exhibit A to Agreement
<u>As Licensor</u>			
Trademark License Agreement	RHD ("Licensor") and Donnelley Marketing, Inc. ("Licensee")	02/25/91	Exclusive license to use and sublicense "Donnelley Direct" trademark
Trademark License Agreement	RHD ("Licensor") and National Directory Company ("Licensee")	05/03/96	Exclusive license to use "Donnelley Directory" trademark in certain areas of CA
Trademark License Agreement	RHD ("Licensor") and Yellow Book USA, L.P. ("Licensee")	12/15/97	Exclusive license to use "Donnelley Directory" trademark in certain areas of DE, MD, NJ, PA, VA and D.C.

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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensor</u>			
Trademark License Agreement	RHD ("Licensor") and Yellow Book USA, L.P. ("Licensee")	12/15/97	Exclusive license to use "Donnelley Directory Yellow Pages and Design" in certain areas of DE, MD, NJ, PA, VA and D.C.
Non-Exclusive License Agreement	RHD ("Licensor") and AM-DON ("Licensee")	9/20/90	Non-exclusive license to use "Money Savers" trademark in IL and IN (On 8/19/97, AM-DON contributed such mark to DonTech I Publishing Company, LLC)
Trademark Escrow Agreement	RHD ("Assignor") and Yellow Book USA, L.P. ("Assignee")	12/15/97	RHD will assign "The One Book Yellow Pages and Design" trademark to Yellow Book USA, L.P. pursuant to Trademark Escrow Agreement
Non-Exclusive License Agreement	RHD ("Licensor") and AM-DON ("Licensee")	9/20/90	Non-exclusive license to use "The Red Book" trademark (Illinois State Registration) in IL and IN (On 8/19/97, AM-DON contributed such mark to DonTech I Publishing Company, LLC)

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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensor</u>			
Non-Exclusive License Agreement	RHD ("Licensor") and AM-DON ("Licensee")	9/20/90	Non-exclusive license to use "The Red Book" trademark (U.S. Registration) in IL and IN (On 8/19/97, AM-DON contributed such mark to DonTech I Publishing Company, LLC)
Trademark License Agreement	RHD ("Licensor/Sublicensor") and Yellow Book USA, L.P. ("Sublicensee")	12/15/97	Exclusive sublicense to use "Touch Four" service mark in certain areas of DE, MD, NJ, PA, VA and D.C. pursuant to Service Mark License Agreement between RHD and AM-DON dated 3/1/90
Trademark License Agreement	RHD ("Licensor") and Yellow Book USA, L.P. ("Licensee")	12/15/97	Exclusive license to "YPTV" service mark in certain areas of DE, MD, NJ, PA, VA and D.C.