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PATENT & TRADEMARK OFFICE

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1. **Name of conveying party:** Great Western Directories, Inc., a Texas corporation

2. **Name and address of receiving party:**
Bank of America, N.A., as Administrative Agent
555 S. Flower Street
11th Floor, Unit 3283
Los Angeles, California 90071

3. **Nature of conveyance and execution date:** Grant of security interest to receiving party by conveying party pursuant to Trademark Security Agreement dated and executed as of February 23, 2000

4. **Application Number(s) or Registration Numbers(s)**:

Service Mark Application Numbers:	Service Mark Numbers:
None	2,006,937

[end of list of numbers]

5. **Mail correspondence concerning document to:**
Douglas S. Gosden, Esq.
Powell, Goldstein, Frazer & Murphy
191 Peachtree Street, N.E.
Sixteenth Floor
Atlanta, Georgia 30303

6. **Total number of applications and registrations involved:** One (1)

7. **Total fee (37 CFR 3.41), *enclosed*:** $40.00

8. **Deposit account number:** *N/A*

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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.

Douglas S. Gosden

5/26/00
Date

Total Number of Pages for Cover Sheet: Two (2)

Certificate of Express Mailing – 37 C.F.R. 1.10

Express Mail mailing label number: EK012884992US

I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on **May 26, 2000** and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Douglas S. Gosden

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TRADEMARK SECURITY AGREEMENT
(Great Western Directories, Inc.)

This Agreement is made as of the 23rd day of February, 2000, by and between GREAT WESTERN DIRECTORIES, INC., a Texas corporation (the "Company"), and BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") for itself and on behalf of the Lenders and the Issuing Bank (each defined in the Loan Agreement defined below).

W I T N E S S E T H:

WHEREAS, Advanced Communications Group, Inc., a Delaware corporation and the parent company of the Company, the Lenders, the Issuing Bank and the Administrative Agent are all parties to that certain Loan Agreement dated as of even date herewith (as the same may be amended, modified, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the terms of the Loan Agreement, the Company is required to execute and deliver this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and to secure the payment and performance of, among other things, the Obligations (as defined in the Loan Agreement), the obligations under the Subsidiary Guaranty (as defined in the Loan Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement. For purposes hereof, (a) "Secured Parties" shall mean, collectively, the Lenders, the Administrative Agent, the Issuing Bank and any Affiliate of any Lender party to an Interest Rate Hedge Agreement, and "Secured Party" shall mean any one of the foregoing; (b) "Secured Obligations" shall mean the Obligations (as defined in the Loan Agreement); and (c) "Event of Default" shall mean any Event of Default under the Loan Agreement.

2. Grant of Security Interest. The Company hereby grants and assigns to the Administrative Agent, on behalf of the Secured Parties, a continuing security interest in the entire right, title and interest in and to the registered trademarks, service marks and trade names together with the associated trademark, service mark and trade name applications and registrations, as listed in Schedule 1 attached hereto and by reference made a part hereof, as collateral security for such Secured Obligations; together with a security interest in that part of the Company's business connected with the use of and symbolized by such registered trademarks, service marks and trade names, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements,

and all rights corresponding thereto throughout the world (all of which registered trademarks, service marks, trade names and trademark, service mark and trade name applications and registrations, goodwill, proceeds, and other rights are collectively called the "Trademarks").

Until the occurrence and during the continuance of an Event of Default (and only during the periods when this Agreement is effective as set forth above), it is the intention of the parties hereto that full legal and equitable title to the Trademarks shall remain in the Company.

3. No Liens. The Company shall refrain from encumbering the Trademarks by selling, transferring, assigning, licensing or otherwise encumbering the Trademarks, unless permitted by the terms of this Agreement or the Loan Agreement.

4. Covenants and Warranties. The Company covenants and warrants that:

(a) to the Company's knowledge, the registrations of the Trademarks, as listed in Schedule 1 attached hereto, are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the Company's knowledge, each of the Trademarks is valid and enforceable;

(c) the Company has notified the Secured Parties in writing of all claims by others to rights in the Trademarks or any portion thereof of which it is aware;

(d) to the Company's knowledge, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any Liens, including, without limitation, licenses (other than licenses granted in the ordinary course of business), security agreements, collateral assignments and covenants by the Company not to sue third persons, except for Permitted Liens; and

(e) the Company has the unqualified right to enter into this Agreement and to perform its terms.

5. Licenses. The Company agrees that, until all of the Secured Obligations shall have been satisfied in full and the Secured Parties shall have no obligation to advance funds under the Loan Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Company's obligations under this Agreement, without the prior written consent of the Administrative Agent. Notwithstanding the foregoing, the granting of a license for use of a Trademark, in the ordinary course of Company's business, shall not require such consent.

6. Future Marks. If, before the Secured Obligations shall have been satisfied in full, the Company shall obtain rights to any new registered trademark, service mark or trade name registration, or shall file any application for any such registration, the provisions of Section 2 shall

automatically apply thereto and the Company shall give to the Administrative Agent (on behalf of the Secured Parties) prompt written notice thereof.

7. Amendment of Schedule. The Company authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 to include any future registered trademarks, service marks, trade names, and trademark, service mark or trade name applications or registrations which are Trademarks under Section 2 or Section 6 hereof and to record such modifications (or notice thereof) in the United States Patent and Trademark Office at the expense of the Company. The Company agrees to execute any and all instruments (including individual conditional assignments or security agreements) necessary to confirm such amendment or to enable such recording.

8. Registration to Remain in Force. To the extent that a Trademark is in use by the Company or a licensee thereof, the Company shall take all action necessary, in each case if consistent with reasonably responsible business practices, to maintain in force the registration thereof, in the United States Patent and Trademark Office and in any other jurisdiction, including (without limitation) any filing, to the extent permitted and authorized by law, any declarations under Sections 8 and 15 of the Trademark Act of 1946 (Lanham Act) and any renewals thereunder, with respect to the Trademarks.

10. Default and Remedies. Upon the occurrence of and during the continuance of an Event of Default (at any time that this Agreement is effective in accordance with Section 1 hereof), the Administrative Agent (on behalf of the Secured Parties) may, in its discretion:

(a) upon thirty (30) days' prior written notice to the Company, sell or otherwise dispose of the Trademarks, together with the goodwill of the business associated therewith, at public or private sale (which sale the Administrative Agent may postpone from time to time by announcement at the time and place of sale stated in the notice of sale or by announcement at any adjourned sale so long as the Administrative Agent thereupon gives a new notice of sale), for cash or credit, with or without representations or warranties and upon such other terms as the Administrative Agent (on behalf of the Secured Parties) in its reasonable discretion deem appropriate; and the Administrative Agent (on behalf of the Secured Parties) may bid or become a purchaser in any such sale, free from any right of redemption which is hereby expressly waived by the Company, and the Secured Parties shall have the right in their discretion to apply or credit the amount of all or any part of the Secured Obligations owing to the Secured Parties against the purchase price bid by such Person at any such sale; and

(b) upon ten (10) Business Days' prior written notice, exercise any and all rights and remedies provided by this Agreement, by the Loan Agreement, by any other document or instrument executed in connection therewith (including, without limitation, any security agreement to which the Company is a party) and by the Uniform Commercial Code to a secured party, as well as under any other Applicable Law.

10. Release of Security Interest. Upon compliance with the terms and conditions in the Loan Agreement and upon the payment in full of the Secured Obligations and the performance and satisfaction in full of all covenants and undertakings of the Company under the Loan Agreement and cancellation of the Commitments, the Liens granted hereunder shall automatically terminate and the Administrative Agent shall take any actions reasonably necessary to permanently terminate and release the security interest in the Trademarks granted to the Secured Parties hereunder and any financing statements filed in connection therewith, and to cause the Trademarks and any instrument of transfer previously delivered to the Administrative Agent to be delivered to the Company, all at the cost and expense of the Company.

11. Expenses. Subject to the provisions of Section 11.2 of the Loan Agreement, any and all reasonable fees, costs and expenses, of whatever kind or nature, including the ordinary and reasonable counsel fees and legal expenses, incurred by the Administrative Agent (on behalf of the Secured Parties) in connection with protecting, maintaining or preserving the Trademarks or the interest of the Administrative Agent (on behalf of the Secured Parties) therein, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Company as provided in Section 11.2 of the Loan Agreement and until so paid shall be added to the principal amount of the Secured Obligations.

12. Enforcement of Trademark. The Company shall, upon reasonable request of the Administrative Agent (on behalf of the Secured Parties), bring suit in its own name to enforce the Trademarks against any infringement deemed by the Administrative Agent (on behalf of the Secured Parties), in its reasonable discretion, to substantially impair the value thereof as collateral security under this Agreement.

13. Indemnification. The Company shall indemnify and hold harmless the Secured Parties, and each of them, and any other Person acting hereunder for all losses, costs, damages, fees and expenses whatsoever associated with the exercise of the powers of attorney granted herein and shall release the Secured Parties and any other Person acting hereunder from all liability whatsoever for the exercise of the foregoing powers of attorney and all actions taken pursuant thereto, except in the case of gross negligence or willful misconduct by any of Secured Parties and such other Person or Persons acting hereunder.

14. Remedies Cumulative. The Company agrees that the rights of the Secured Parties under this Agreement, the Loan Agreement or the Loan Documents shall be cumulative, and that the Secured Parties, or any of them, may from time to time exercise such rights and such remedies as the Secured Parties, or any of them, may have thereunder and under the laws of the United States and any state, as applicable, in the manner and at the time that the Secured Parties, or any of them, in its or their sole discretion desire. The Company further expressly agrees that the Administrative Agent shall not in any event be under any obligation to resort to any Collateral prior to exercising any other rights that the Secured Parties, or any of them, may have against the Company or its properties, or to resort to any other collateral for the Secured Obligations prior to the exercise of remedies hereunder.

15. Waiver. No transfer or renewal, extension, assignment or termination of this Agreement or of the Loan Agreement, any other Loan Document, or any other instrument or document in connection therewith executed and delivered by the Company to the Secured Parties, or any of them, nor any additional Advances made by the Lenders or any Letters of Credit issued by the Issuing Bank, nor the taking of further security, nor the retaking or re-delivery of the Collateral to the Company by any of the Secured Parties, nor any other act of any of the Secured Parties shall release the Company from any Secured Obligation, except a release or discharge executed in writing by the Secured Parties, with respect to such Secured Obligation or payment of such Secured Obligation or upon full payment to the Secured Parties and satisfaction of all the Secured Obligations. None of the Secured Parties shall by any act, delay, omission or otherwise, be deemed to have waived any of their rights or remedies hereunder, unless such waiver is in writing and signed by the Secured Parties. A waiver by the Secured Parties, of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which any of the Secured Parties would otherwise have had on any other occasion.

16. Assignments. The Company agrees that this Agreement and rights of the Secured Parties hereunder may in the discretion of such Person be assigned in whole or in part by such Person in connection with any permitted assignment under the Loan Agreement. The Administrative Agent may also be replaced under the circumstances set forth in the Loan Agreement. The Company agrees that if this Agreement shall be properly assigned, the rights of any and all assignees shall be independent of any claims the Company may have against the assignor or assignors. In the event this Agreement is so assigned by any of the Administrative Agent, the Lenders and the Issuing Bank, the terms "Administrative Agent", "Lenders" and "Issuing Bank" wherever used herein shall be deemed to refer to and include any such assignee or assignees, as appropriate. The Company shall not assign its rights or obligations under this Agreement without the consent of all the Secured Parties.

17. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be given in a manner prescribed in Section 11.1 of the Loan Agreement.

18. Jurisdiction and Venue. If any action or proceeding shall be brought by the Administrative Agent in order to enforce any right or remedy under this Agreement, the Company hereby consents to the jurisdiction of any state or federal court of competent jurisdiction sitting within the area comprising the Northern District of Texas on the date of this Agreement. The Company hereby agrees, to the extent permitted by Applicable Law that service of the summons and complaint and all other process which may be served in any such suit, action or proceeding may be effected by mailing by registered mail a copy of such process to the offices of the Company, as set forth in or otherwise provided pursuant to Section 11.1 of the Loan Agreement, and that personal service of process shall not be required. Nothing herein shall be construed to prohibit service of process by any other method permitted by law, or the bringing of any suit, action or proceeding in any other jurisdiction. The Company agrees that final judgment in such suit, action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by Applicable Law.

19. WAIVER OF JURY TRIAL. THE COMPANY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF THIS AGREEMENT.

20. Time of the Essence. Time is of the essence with regard to the Company's performance of its obligations hereunder.

21. Governing Law; Entire Agreement. The provisions of this Agreement shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the laws of the State of Texas. This Agreement, together with all documents referred to herein, constitutes the entire agreement between the parties with respect to the matters addressed herein, and may not be modified except by a writing executed by the Administrative Agent and the Company, and delivered by the Administrative Agent to the Company.

22. Severability. If any paragraph or part thereof shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

24. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Administrative Agent" shall be a reference to the Administrative Agent, for the benefit of all of the Secured Parties, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Administrative Agent, for the benefit of all of the Secured Parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY: GREAT WESTERN DIRECTORIES, INC., a Texas corporation

By: _____
Name: Michael A. Pruss
Title: Secretary

ADMINISTRATIVE AGENT: BANK OF AMERICA, N.A., as Administrative Agent on behalf of the Secured Parties

By: _____
Name: Janice Hammond
Title: Vice President
Agency Specialist

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI :
: ss
CITY OF ST. LOUIS :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17th day of February, 2000, personally appeared Michael A. Pruss, to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Vice President, Secretary and Treasurer of Great Western Directors, Inc., a Texas corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its _____, and said Michael A. Pruss acknowledged said instrument to be the free act and deed of said corporation.

Denise C. Lewis
Notary Public

My commission expires:

DENISE C. LEWIS
Notary Public — Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: January 4, 2002

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CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA :
: ss
COUNTY OF Los Angeles :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25 day of FEBRUARY, 2000, personally appeared JANICE HAMMOND, known personally to me, and who, being by me duly sworn, deposes and says that ~~he~~/she is ~~the~~ a VICE PRESIDENT of Bank of America, N.A., and that said instrument was signed and sealed on behalf of said Lender by authority of its Board of Directors, and said VICE PRESIDENT acknowledged said instrument to be the free act and deed of said Lender.

Sharon R. Hayes
Notary Public

My commission expires:

SHARON R. HAYES
Commission # 1217169
Notary Public - California
Los Angeles County
My Comm. Expires Apr 25, 2003

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SCHEDULE 1

SCHEDULE 1

Mark	Federal or State	Reg. No. or Serial No. (if pending)	Status	Owner
PIZZAZZ PAGES	Federal	2006937	Registered	Great Western Directors, Inc.

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