

01-30-2002



Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101964528

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
City Directories, Inc.

Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State: Delaware
 Other:

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

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

Name: Bankers Trust Company

Internal Address: One Bankers Trust Plaza

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other - Collateral Agent

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:

10-24-01

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: October 15, 2001

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

2,203,474
1,873,712

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)

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

DO NOT USE THIS SPACE

'29/2002 DBYRME 00000299 2203474

FC:481 40.00 OP
 FC:482 25.00 OP

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.

Brian T. Jaenicke [Signature] 10/24/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, City Directories, Inc., a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, NE 68127, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 23, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 15th day of October, 2001.

CITY DIRECTORIES, INC., Grantor

By 
Name: Stanley L. Dean
Title: Chief Financial Officer

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

15th day of October, 2001.

CITY DIRECTORIES, INC., Grantor

By _____

Name:

Title:

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

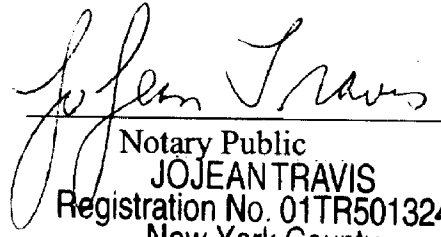
By Susan L Lefevre

Name: Susan L Lefevre

Title: Director

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

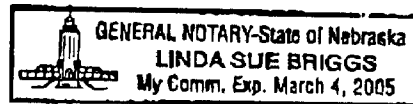
On this 22 day of OCT., 2001, before me personally came SUSAN
LEFEVRE who, being by me duly sworn, did state as follows: that [s]he is
PRINCIPAL of City Directories, Inc., that [s]he is authorized to execute the foregoing Grant
on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.


Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

NEBRASKA
 STATE OF ~~NEW YORK~~)
 Douglas) ss.:
 COUNTY OF ~~NEW YORK~~)

On this 15 day of October, 2001, before me personally came _____
Stormy L. Dean who, being by me duly sworn, did state as follows: that [s]he is
Chief Financial Officer of City Directories, Inc., that [s]he is authorized to execute the foregoing Grant
 on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
 corporation.


 Notary Public



<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Polk City Directory	2,203,474	November 17, 1998
Inofotyme	1,873,712	January 17, 1995
Common law trademark Custom Lis		

PATENT

PATENT NO.

ISSUE DATE

None