

03-05-2003



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REGISTRATION FORM COVER SHEET

Trademarks

12-5-02

DEC 5 2002

1. **Name of conveying party:** CBD Media LLC, a Delaware limited liability company
2. **Name and address of receiving party:**  
Toronto Dominion (Texas), Inc.  
909 Fannin Street  
Suite 1700  
Houston, TX 77010
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 March 7, 2002
4. **Application Number(s) or Registration Number(s):**

Trademark Application Numbers:

Trademark Numbers:

2,157,218

2,373,287

1,665,468

1,646,240

1,564,968

2,560,511

[end of list of numbers]

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01 FC:8521 40.00 DP  
02 FC:8522 125.00 DP

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117607.00300

5. **Mail correspondence concerning document to:**  
Naho Kobayashi, Esq.  
Powell, Goldstein, Frazer & Murphy LLP  
191 Peachtree Street, N.E.  
Sixteenth Floor  
Atlanta, GA 30303
6. **Total number of applications and registrations involved:** six (6)
7. **Total fee (37 CFR 3.41), enclosed:** \$165,000
8. **Deposit account number:**  
N/A
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.

  
\_\_\_\_\_  
Naho Kobayashi

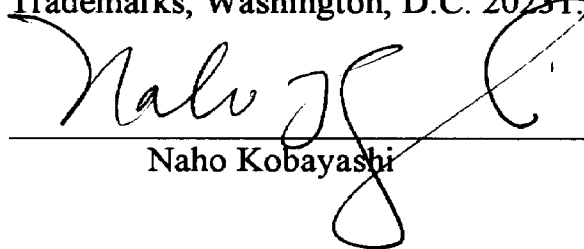
12/5/02  
\_\_\_\_\_  
Date

Total Number of Pages for Cover Sheet: 2

**Certificate of Express Mailing-37 C.F.R. 1.10**

Express Mail mailing label number: EF009191801US

I hereby certify that this is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on December 5, 2002 and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

  
\_\_\_\_\_  
Naho Kobayashi

**TRADEMARK SECURITY AGREEMENT**  
**(CBD Media LLC)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between CBD MEDIA LLC, a Delaware limited liability company (the "Pledgor"), and TORONTO DOMINION (TEXAS), INC. (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of March 7, 2002 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among CBD Media Holdings LLC, as the Parent, the Pledgor, as the Borrower, the Lenders party thereto and the Administrative Agent.

**R E C I T A L S :**

A. The Pledgor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrower Security Agreement, dated as of March 7, 2002 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

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

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

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

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

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

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


The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 7<sup>th</sup> day of March, 2002.

PLEDGOR:

CBD MEDIA LLC

By:   
Name: Brian B. Applegate  
Title: President

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.  
as Administrative Agent

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

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 7<sup>th</sup> day of March, 2002.

PLEDGOR:

CBD MEDIA LLC


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS), INC.  
as Administrative Agent

By:  \_\_\_\_\_

Name: WARREN FINLAY

Title: PRESIDENT

Schedule 1  
to  
Trademark Security Agreement

**FEDERAL TRADEMARKS**

<b>Owner of Record</b>	<b>Country of Registration</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Expiration Date</b>	<b>Goods</b>
CBD Media LLC	USA	TARGET DELIVERY	2,157,218	November 8, 1995		
CBD Media LLC	USA	CINCINNATI TODAY	2,373,287	August 19, 1997		
CBD Media LLC	USA	THE WORK BOOK	1,665,468	July 11, 1990		
CBD Media LLC	USA	THE WORK BOOK	1,646,240	July 11, 1990		
CBD Media LLC	USA	TALKING YELLOW PAGES LOGO	1,564,968	October 27, 1988		
CBD Media LLC	USA	CINCINNATI EXCHANGE	2,560,511	July 7, 1999		

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<b>Owner of Record</b>	<b>Trademark</b>	<b>State</b>	<b>Serial No.</b>	<b>Filing Date</b>
CBD Media LLC	CINCINNATI BELL YELLOW PAGES AND DESIGN	Ohio	N/A	N/A
CBD Media LLC	MY YELLOW PAGES AND DESIGN	Ohio	N/A	N/A

**TRADEMARK LICENSES**

<b>Agreement</b>	<b>Parties</b>	<b>Date of Agreement</b>
Cincinnati Bell Directory Mark	CBD Media LLC – Broadwing, Inc.	
Cincinnati Bell Yellow Pages Mark and Design	CBD Media LLC – Broadwing, Inc.	
The Real Yellow Pages Mark	CBD Media LLC – Bell South Intellectual Property Marketing Corporation	

The use of the trademark “Cincinnati Bell,” as in the mark “Cincinnati Bell Directory” is further subject to various restrictions under the following agreements: (i) an Agreement Concerning Trademarks, Trade Names and Service Marks among American Telephone and Telegraph Company and American Information Technologies Corporation, Bell Atlantic Corporation, Bell South Corporation, Cincinnati Bell, Inc., NYNEX Corporation, Pacific Telesis Group, Southern New England Telephone Company, Southwestern Bell Corporation and US West, Inc., effective as of December 31, 1983; as amended by Supplemental Agreement, dated December 31, 1983 and Amendment No. 1 to Supplemental Agreement dated January 1, 1986; (ii) Trademark, Trade Name, and Service Mark Graphics Standards Agreement among American Information Technologies Corporation, Bell Atlantic Corporation, Bell South Corporation, Cincinnati Bell, Inc., NYNEX Corporation, Pacific Telesis Group, Southern New England Telephone Company, Southwestern Bell Corporation and US West, Inc., effective as of December 31, 1983; as amended by Amendment No. 1 dated January 1, 1986; (iii) Foreign Assignment Agreement Concerning Bell and Bell Symbols Trademarks, Trade Names and Service Marks between American Telephone and Telegraph Company and Bell Communications Research, Inc., effective December 31, 1988; and (iv) Foreign Use Agreement Concerning Bell and Bell Symbol Trademarks, Trade Names and Service Marks between American Information Technologies Corporation, Bell Atlantic Corporation, Bell South Corporation, Cincinnati Bell



Inc., NYNEX Corporation, Pacific Telesis Group, Southern New England Telephone Company, Southwestern Bell Corporation and US West, Inc., and Bell Communications Research, Inc., effective as of December 31, 1988.

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**TRADEMARK**  
**REEL: 002682 FRAME: 0764**



POWELL  
GOLDSTEIN  
FRAZER &  
MURPHY LLP  
ATTORNEYS AT LAW

2-09-02

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ATLANTA ■ WASHINGTON

Writer's Direct No.: (404) 572-6690  
E-mail address: [lallen@pgfm.com](mailto:lallen@pgfm.com)

December 5, 2002

EF 009191801 US

**VIA EXPRESS MAIL**

Filing Desk  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

RE: Trademark Security Agreement, dated as of March 7, 2002,  
between CBD Media LLC and Toronto Dominion (Texas), Inc.

Dear Sir/Madam:

Enclosed for filing with the U.S. Patents and Trademarks Office is a copy of one (1) Trademark Security Agreement referenced above. Enclosed with the Trademark Security Agreement is a check made payable to the U.S. Patents and Trademarks Office in the amount of \$165.00.

Please record the enclosed instrument as appropriate and return to me an acknowledgement indicating that the document has been so recorded in your office. Please do not hesitate to call me should you have any questions regarding the enclosed or this request.

With best regards.

Very truly yours,

Latosha E. Allen  
Legal Assistant

Enclosures

cc: Cindy Brazell, Esq. (w/o encls.)  
Naho Kobayashi, Esq. (w/o encls.)