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03-31-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

JPMorgan Chase Bank, as Administrative Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other New York banking corporation

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

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

Name: R.H. Donnelley Inc.

Internal Address: _____

Street Address: One Manhattanville Road

City: Purchase State: NY ZIP: 10577

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interest in Trademark Rights

Execution Date: January 3, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,243,642 ; 1,894,290 ; 1,510,897 ; 575,391 ; 1,522,851

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41):\$140.00

- ☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Robyn Rahbar, Esq.
Name of Person Signing

[Signature]
Signature

3/27/03
Date

04/01/2003 BT0N11 00000012 2243642

Total number of pages including cover sheet, attachments, and document: 4

01 FC:8521
02 FC:8522

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

TRADEMARK
REEL: 002701 FRAME: 0990

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of January 3, 2003 (this "Termination and Release"), from JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent and as Collateral Agent (in such capacities, the "Agent") for certain banks and other financial institutions (the "Lenders") under the Credit Agreement dated as of June 5, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among R. H. Donnelley Corporation ("Holdings"), R. H. Donnelley Inc. (the "Borrower"), the Lenders from time to time party thereto and the Agent, to the Borrower. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement and the Subsidiary Trademark Security Agreement (together, the "Collateral Agreements"), a security interest (the "Security Interest") was granted by the Borrower and the Guarantors to the Agent in the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the entity of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all amounts outstanding under the Credit Agreement secured by the Trademark Collateral pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby terminates and releases the Security Interest in the Trademark Collateral as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Borrower's and the Guarantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks set forth on Schedule A hereto. The term "Trademarks" shall have the meanings assigned thereto in the Trademark Security Agreement and the Subsidiary Guarantor Collateral Agreement.

2. Release of Security Interest: Concurrent with the receipt by the Agent of all amounts owed to the Lenders and the Agent pursuant to the Loan Documents, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to, at the expense of the Borrower, duly execute, acknowledge, procure and deliver any further documents and to do such

other acts as may be reasonably requested by the Borrower that may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK as Agent for
the Lenders,

By: Peter B. Thawer
Name: Peter B. Thawer
Title: Vice President

Schedule A

<u>Title</u>	<u>Registration No.</u>
The Donnelley Directory Yellow Pages	2,243,642
YPTV	1,894,290
Donnelley Directory	1,510,897
The Red Book	575,391
Donnelley Direct	1,522,851

The above U.S. trademark registrations have an outstanding security interest that was granted to the Agent pursuant to the Trademark Security Agreement and related documentation, all of which were recorded in the Trademark Division of the United States Trademark Office on August 31, 1999 at Reel 1951 and Frame 0743. Donnelley Marketing, Inc. was granted an exclusive license to use the trademark "Donnelley Direct", and subsequently granted a security interest in such trademark to Bankers Trust Company and Bank of America, N.A.

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RECORDED: 03/31/2003

**TRADEMARK
REEL: 002701 FRAME: 0993**