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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies): Linda Grayson, an individual, also known as Linda Grayson Foster and doing business as Linda Grayson Collection. Individual(s) checked. Association, General Partnership, Limited Partnership, Corporation-State, Other are unchecked. Additional name(s) of conveying party(ies) attached? No checked.

2. Name and address of receiving party(ies) Name: Austin Financial Services, Inc. Internal Address: Suite 900 Street Address: 11111 Santa Monica Boulevard City: Los Angeles State: CA Zip: 90025. Corporation-State Delaware checked. Individual(s) citizenship, Association, General Partnership, Limited Partnership, Other are unchecked. If assignee is not domiciled in the United States, a domestic representative designation is attached: No checked. Additional name(s) & address(es) attached? No checked.

3. Nature of conveyance: Security Agreement checked. Assignment, Merger, Change of Name, Other are unchecked. Execution Date: 03/21/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) Please see attached Exhibit A. B. Trademark Registration No.(s) Please see attached Exhibit A. Additional number(s) attached Yes checked.

6. Total number of applications and registrations involved: 7

5. Name and address of party to whom correspondence concerning document should be mailed: Name: FEDERAL RESEARCH CORPORATION Internal Address: Attn: Penelope Agodoa Suite 920 Street Address: 1030 15th Street, NW City: Washington State: DC Zip: 20005

7. Total fee (37 CFR 3.41) \$ 190.00 Enclosed checked. Authorized to be charged to deposit account unchecked. 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Kimberley A. Lathrop Name of Person Signing Signature Date April 15, 2003 Total number of pages including cover sheet, attachments, and document: 12

4/21/03 LMUELLER 00000054 2690496 1 FC: 521 2 FC: 522 40.00 DP 150.00 DP

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

TRADEMARK REEL: 002713 FRAME: 0963

EXHIBIT A

List of Trademarks

<u>Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRINTWICK PAPERS	2690496	02/25/03
SILLY GOOSE	2203163	11/10/98
PRINTWICK PAPERS	2087822	08/12/97
THE FLUTTER BLOSSOM FAMILY	2118371	12/02/97
BUTTERBEAN BUNNY	2251599	06/08/99
FLOWER ANGEL	2033443	01/28/97
PRINTWICK PAPERS	2034769	02/04/97



**COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT)
(this "Agreement"), dated March 21, 2003, between LINDA GRAYSON, an individual, also known as Linda Grayson Foster and doing business as Linda Grayson Collection with an office at 980 Camino Dos Rios, Thousand Oaks, California 91360 ("Pledgor"), and AUSTIN FINANCIAL SERVICES, INC., a Delaware corporation, with an office at 11111 Santa Monica Boulevard, Suite 900, Los Angeles, California 90025 ("Pledgee").

W I T N E S S E T H:

WHEREAS, Pledgor executed that certain Continuing Guaranty dated June 16, 2000 (the "Guaranty") with respect to the indebtedness, obligations and liabilities of GTA, Inc., doing business as Printwick Papers ("Borrower") to Pledgee;

WHEREAS, Pledgor owns or may hereafter own all right, title, and interest in and to, among other things, present and future trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, including without limitation those set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, in order to secure Pledgor's present and future indebtedness, obligations and liabilities to Pledgee, whether now existing or hereafter incurred, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, including without limitation all such indebtedness, obligations and liabilities under the Guaranty and hereunder ("Obligations"), Pledgor has agreed to grant to Pledgee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee has requested Pledgor to enter into this Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of Pledgor's Obligations, and to induce Pledgee to make loans and advances to Borrower, Pledgor hereby grants to Pledgee a security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof;

(h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above; and

(i) all proceeds of any of the foregoing.

All of the foregoing items set forth in clauses (a) through (i) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto, and will not amend, modify, suspend or terminate any such licenses or agreements without the prior written consent of Pledgee, which consent shall not be unreasonably withheld or delayed. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

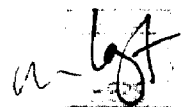
2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

(a) Pledgor is and will continue to be (so long as any Obligations remain outstanding) the owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral;

(b) the Trademarks set forth on Exhibit A hereto are the only trademark registrations and trademark applications in which Pledgor has any or all right, title and interest;

(c) none of the Collateral is or will be (so long as any Obligations remain outstanding) subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgor as licensor), except for Pledgee's interests granted hereunder and the licenses described on Exhibit B hereto and such other licenses entered into by Pledgor in the ordinary course of business;

(d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Agreement, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee,



enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest; and

(e) Pledgor is and will continue to be (so long as any Obligations remain outstanding) a resident of the State of California.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; provided, however, that Pledgor will not be required to maintain any Collateral which no longer has any economic value. Pledgor will maintain the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Agreement. Pledgee shall have the right to enter upon Pledgor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark has economic value, Pledgor shall not permit the transfer, assignment, expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing. If Pledgor shall receive any proceeds of the Trademarks or Future Trademarks (including without limitation any fees, rents, royalties or monies under any license or other agreement), Pledgor shall hold such proceeds in trust for Pledgee and deliver such proceeds to Pledgee promptly in the form received with any necessary endorsements. Pledgee shall have the right to collect such proceeds directly from any licensee or other third party whether or not an Event of Default has occurred.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan and Security Agreement dated June 16, 2000 between Borrower and Pledgee (an "Event of Default"), Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies

provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by any other agreement or instrument delivered in connection herewith.

7. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorizes Pledgee to modify this Agreement by amending Exhibit A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

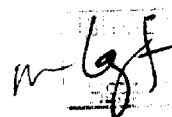
9. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. Future Acts. Until the Obligations shall have been paid in full, Pledgor shall have the duty to make applications on material unregistered but registrable as trademarks in any location where Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that the trademark covered by such application or registration has no economic value.

11. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 11.

12. Release. At such time as Pledgor shall completely satisfy all of the Obligations, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

13. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.



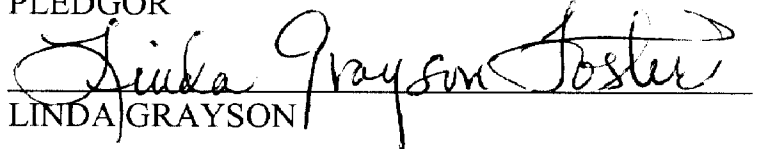
14. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Agreement shall be given in writing by first class mail, postage prepaid, addressed to the party to be notified at its address set forth above or such other address as such party may notify the other.

15. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of California, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of Los Angeles, State of California, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Pledgor or its property). PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 15.

16. Counterparts, etc. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGOR


LINDA GRAYSON

PLEDGEE

AUSTIN FINANCIAL SERVICES, INC.


By: 
Name: ROYLYNN L. BERMAN
Title: VICE PRESIDENT

EXHIBIT A

List of Trademarks

<u>Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRINTWICK PAPERS	2690496	02/25/03
SILLY GOOSE	2203163	11/10/98
PRINTWICK PAPERS	2087822	08/12/97
THE FLUTTER BLOSSOM FAMILY	2118371	12/02/97
BUTTERBEAN BUNNY	2251599	06/08/99
FLOWER ANGEL	2033443	01/28/97
PRINTWICK PAPERS	2034769	02/04/97



EXHIBIT B

List of Licenses

1. License Agreement dated February 5, 2003 with Carson Home Accents.
2. License Agreement dated May 28, 2002 with Kay Dee Designs.
3. License Agreement dated February 21, 2002 with Levine Gifts.
4. License Agreement dated August 15, 2002 with The Millstone Group.
5. License Agreement dated February 18, 2002 with CMI.
6. License Agreement dated May 30, 2001 with Dan Dee Imports.
7. Agreement dated June 22, 2001 with AMCAL Inc.
8. License Agreement dated December 13, 2002 with Anchor Sales and Marketing, Inc.
9. License Agreement dated September 29, 2000 with Marian Heath Greeting Cards.
10. License Agreement dated June 27, 2002 with New Creative Enterprises.
11. License Agreement dated September 15, 2000 with Peking Handicraft Inc.
12. License Agreement dated February 12, 2001 with Santa Barbara Ceramics.
13. License Agreement dated August 14, 2002 with Red Farm Studio.
14. License Agreement dated October 1, 2001 with Quality Artworks Inc.
15. License Agreement dated March 4, 2002 with Spin Shade Corp.
16. License Agreement dated November 21, 2002 with Windham Weavers, a Division of Windham Trading Corp.
17. License Agreement dated November 6, 2001 with WinCraft.
18. License Agreement dated April 19, 2001 with Design Connection.
19. License Agreement dated December 5, 2002 with Design Imports International.
20. License Agreement dated January 23, 2003 with Dickson's Inc.
21. License Agreement dated July 18, 2002 with Evergreen Enterprises.
22. License Agreement dated November 25, 2002 with Distinct Impressions.



23. License Agreement dated November 21, 2002 with Fiskars Home Leisure Divisions.
24. Royalty Agreement dated August 2, 2002 with Homefires.
25. License Agreement dated August 7, 2002 with Brownlow Publishing Co.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
 COUNTY OF VENTURA) ss.
)

On MARCH 24 2003, before me, KRISTOFER KOEBLITZ, NOTARY PUBLIC,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared LINDA GRAYSON,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer
- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing:
 Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks
Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

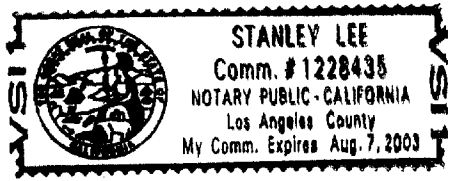
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 COUNTY OF Los Angeles) ss.

On April 10, 2003, before me, Stanley Lee, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Raymond L. Beerman,
Name of Signer(s)

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Stanley Lee
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer
- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing:
 Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks
Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of April 11, 2003 is made by R.H. DONNELLEY DIRECTORY COMPANY, a Delaware corporation (the “Obligor”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent (the “Administrative Agent”) for the several banks and other financial institutions or entities (the “Lenders”), from time to time parties to the Credit Agreement, dated as of December 6, 2002 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among R.H. Donnelley Corporation, a Delaware corporation (“Holdings”), R.H. DONNELLEY INC., a wholly owned subsidiary of Holdings (the “Borrower”), R.H. Donnelley Finance Corporation II (the “Special Purpose Borrower”), a Delaware corporation and special purpose subsidiary formed by the Borrower, the Lenders, Deutsche Bank Securities Inc., Salomon Smith Barney Inc. and Bear, Stearns & Co. Inc., as Lead Arrangers, Bear Stearns Corporate Lending Inc. and Citicorp North America, Inc., as Syndication Agents, BNP Paribas and Fleet National Bank, as Documentation Agents and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 6, 2002, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, the Credit Agreement requires the Obligor to become a party to the Guarantee and Collateral Agreement;

WHEREAS, in order to become a party to the Guarantee and Collateral Agreement, the Obligor has executed and delivered an Assumption Agreement, dated as of January 3, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Assumption Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Agents and the Lenders a continuing security interest in all Intellectual Property; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agents and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, the Trademark Licenses (including, without limitation, those items listed on Schedule A hereto), now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligor's Obligations.

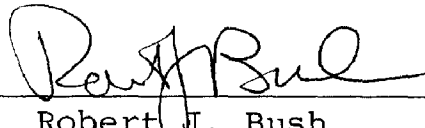
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

R.H. DONNELLEY DIRECTORY COMPANY

By: 
Name: Robert J. Bush
Title: Vice President & General Counsel

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Administrative Agent

By: Susan L. LeFevre

Name: Susan L. LeFevre

Title: Director

STATE OF New York)
) ss
COUNTY OF Westchester

On the 11th day of April, 2003, before me personally came Robert J. Bush, who is personally known to me to be the V.P. & General Counsel of R.H. DONNELLEY DIRECTORY COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the V.P. & General Counsel in such corporation; the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen T. Casola

Notary Public

KAREN T. CASOLA
Notary Public, State of New York
No. 4913385
Qualified in Westchester County
Commission Expires November 23, 2005.

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

For Exclusive Trademark Licenses:

Trademark License Agreement dated as of January 3, 2003, by and between Sprint Directory Trademark Company, LLC, a Delaware limited liability company and R.H. Donnelley Publishing & Advertising, Inc. (f/k/a Sprint Publishing & Advertising, Inc.), a Kansas corporation, Cendon, L.L.C., a Delaware limited liability company, and R.H. Donnelley Directory Company (f/k/a Centel Directory Company), a Delaware corporation, granting R.H. Donnelley Publishing & Advertising, Inc., Cendon, L.L.C., and R.H. Donnelley Directory Company a royalty free right to use the following trademarks:

Trademark	Registration No./Serial No.
Sprint Yellow Pages	2,514,940
Sprint (Name only)	1,769,300
Miscellaneous Design (diamond logo design)	1,861,784
Sprint (Name only)	78/199,731
Miscellaneous Design (diamond logo design)	78/199,706
Sprint Yellow Pages	78/199,721