

04-18-2003

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

4-18-03



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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):

Cendon, L.L.C.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Delaware limited liability corporation

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: _____

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

Name: Deutsche Bank Trust Company America,
as Administrative Agent

Internal Address: _____

Street Address: 31 West 52nd Street, 7th Floor

City: New York State: NY ZIP: 10019

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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

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

A. Trademark Application No.(s)

78/199,731 ; 78/199,706 ; 78/199,721

B. Trademark Registration No.(s)

2,514,940 ; 1,769,300 ; 1,861,784

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: _____

6

7. Total fee (37 CFR 3.41):\$165.00

- 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

Robyn Rahbar

Signature

4/16/03

Date

04/21/2003 LMUELLER 00000052 78199731

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521

40.00 DP

02 FC:8522

125.00 DP

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

TRADEMARK
REEL: 002714 FRAME: 0745

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 CENDON, L.L.C., a Delaware limited liability 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.

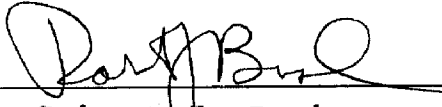
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and 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.

CENDON, L.L.C.

By: 
Name: Robert J. Bush
Title: Manager

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 Manager of CENDON, L.L.C., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Manager 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