

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
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):

Transwestern Publishing Company LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation -
☒ Other - **Delaware Limited Liability Company**

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

2. Name and Address of receiving party(ies)

**Goldman Sachs Credit Partners L.P.
(as the Collateral Agent)
85 Broad Street
New York, NY 10004**

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other - **Limited Partnership**

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:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: **Second Lien Pledge and Security Agreement**

Execution Date: **February 25, 2004**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

See Attached

Additional numbers attached? ☒ Yes ☐ No

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

**James Talbot, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **5**

7. Total fee (37 CFR 3.41) **\$140**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 244130/944)

8. Deposit Account No. **19-2385**

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.

James Talbot

Name



Signature

April 8, 2004

Date

Total number of pages including cover sheet, attachments, and document: **58**

CH \$140.00 192385 1950842

CONTINUATION OF ITEM 1. Name of Conveying Party(ies)

1. WorldPages, Inc. a Delaware corporation
2. Great Western Directories, Inc. a Texas corporation
3. Certain Subsidiaries of Company Party Thereto

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	1950842
	1685310
	2521580
	2369545
	2104246

**SECOND LIEN
PLEDGE AND SECURITY AGREEMENT**

dated as of February 25, 2004

between

EACH OF THE GRANTORS PARTY HERETO

and

GOLDMAN SACHS CREDIT PARTNERS L.P.

as the Collateral Agent

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 25, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), among TransWestern Publishing Company LLC, WorldPages, Inc., Great Western Directories, Inc., Wachovia Bank, National Association, as First Lien Collateral Agent, Goldman Sachs Credit Partners L.P., as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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SCHEDULE 4.7(D) — PATENT LICENSES

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SCHEDULE 4.8 — COMMERCIAL TORT CLAIMS

EXHIBIT A — PLEDGE SUPPLEMENT

This **PLEDGE AND SECURITY AGREEMENT**, dated as of February 25, 2004 (this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**"), and Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of February 25, 2004 (the "**Credit Agreement**"), is entered into by and among **TRANSWESTERN PUBLISHING COMPANY LLC**, a Delaware limited liability company ("**Company**"), **WORLD PAGES, INC.**, a Delaware corporation ("**WorldPages**"), **GREAT WESTERN DIRECTORIES, INC.**, a Texas corporation ("**GWD**"), (**Company**, **WorldPages** and **GWD** each individually referred to herein as a "**Borrower**" and collectively "**Borrowers**"), **TRANSWESTERN HOLDINGS, L.P.**, a Delaware limited partnership ("**Holdings**"), **CERTAIN SUBSIDIARIES OF COMPANY PARTY THERETO**, as Guarantors, **GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP")**, as joint bookrunner and joint lead arranger, **THE FINANCIAL INSTITUTIONS PARTY THERETO FROM TIME TO TIME** (together with each such institution's successors and permitted assigns, each a "**Lender**"), **WACHOVIA CAPITAL MARKETS, LLC ("Wachovia Securities")**, as joint bookrunner and joint lead arranger, **WACHOVIA CAPITAL INVESTMENTS, INC. ("Wachovia Capital")**, as co-syndication agent, **CITIGROUP GLOBAL MARKETS INC. ("CGMI")**, as joint bookrunner and co-syndication agent, **CIBC WORLD MARKETS CORP. ("CIBCWM")**, as joint bookrunner and documentation agent, and **GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP")**, as administrative agent for Lenders (together with its permitted successors in such capacity, "**Administrative Agent**") and as collateral agent for Lenders (together with its permitted successors in such capacity, "**Collateral Agent**").

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements (as therein defined) with one or more Lender Counterparties (as therein defined);

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

"**Account Debtor**" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"**Accounts**" shall mean all "accounts" as defined in Article 9 of the UCC.

"Additional Grantors" shall have the meaning assigned in Section 5.2.

"Agreement" shall have the meaning set forth in the preamble.

"Borrowers" shall have the meaning set forth in the recitals.

"Cash Proceeds" shall have the meaning assigned in Section 7.7.

"Chattel Paper" shall mean all "chattel paper" as defined in Article 9 of the UCC, including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"Collateral" shall have the meaning assigned in Section 2.1.

"Collateral Account" shall mean any account established by the Collateral Agent.

"Collateral Agent" shall have the meaning set forth in the preamble.

"Collateral Records" shall mean books, Records, other records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing for the benefit of any Grantor any Collateral and shall include any security agreement or other agreement granting a Lien in such real or personal property.

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Commodities Accounts" (as such schedule may be amended or supplemented from time to time).

"Company" shall have the meaning set forth in the recitals.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions

and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Credit Agreement" shall have the meaning set forth in the recitals.

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Deposit Accounts".

"Documents" shall mean all "documents" as defined in Article 9 of the UCC.

"Equipment" shall mean: all "equipment" as defined in Article 9 of the UCC.

"Excluded Assets" shall have the meaning set forth in Section 2.2.

"General Intangibles" shall mean all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC.

"Goods" shall mean all "goods" as defined in Article 9 of the UCC.

"Grantors" shall have the meaning set forth in the preamble.

"Holdings" shall have the meaning set forth in the recitals.

"Instruments" shall mean all "instruments" as defined in Article 9 of the UCC.

"Insurance" shall mean all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof).

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Inventory" shall mean all "inventory" as defined in Article 9 of the UCC.

"Investment Accounts" shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

"Investment Related Property" shall mean: (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

"Lender" shall have the meaning set forth in the recitals.

"Letter of Credit Right" shall mean "letter-of-credit right" as defined in Article 9 of the UCC.

"Money" shall mean "money" as defined in the UCC (other than trust funds and payroll funds).

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Pledge Supplement" shall mean any supplement to this agreement in substantially the form of Exhibit A.

"Pledged Collateral" means the Pledged Debt and Pledged Equity Interests.

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all interests in any Subsidiary of a Grantor which is a limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any Subsidiary of a Grantor which is a general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records

of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor in any Subsidiary of such Grantor which is a corporation, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust which is a Subsidiary of a Grantor including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"Proceeds" shall mean: all "proceeds" as defined in Article 9 of the UCC.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Collateral Records.

"Record" shall have the meaning specified in Article 9 of the UCC.

"Secured Obligations" shall have the meaning assigned in Section 3.1.

"Secured Parties" shall mean the Lenders and the Lender Counterparties and shall include, without limitation, all former Lenders and Lender Counterparties to the extent that any Secured Obligations owing to such Persons were incurred while such Persons were Lenders or Lender Counterparties and such Secured Obligations have not been paid or satisfied in full.

"Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

"Supporting Obligation" shall mean all "supporting obligations" as defined in Article 9 of the UCC.

"Tax Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"United States" shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of

this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent a security interest in and lien on all of such Grantor's right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "**Collateral**"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables;
- (m) Commercial Tort Claims;
- (n) all other personal property not otherwise described above;

(o) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(p) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest and lien granted under Section 2.1 hereof attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other then-applicable law (including the Bankruptcy Code) or principles of equity), provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall no longer be effective and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in clause (i) or (ii) above; or (b) in any of the outstanding equity securities of a directly owned Foreign Subsidiary of such Grantor in excess of 65% of the voting power of all classes of capital stock of such directly owned Foreign Subsidiary of such Grantor entitled to vote, (c) in any of the outstanding equity securities of any indirectly owned Foreign Subsidiary of such Grantor (together with any other Grantor) or (d) any assets of any Foreign Subsidiary (the assets described in clauses (a) through (d) hereof collectively, the "**Excluded Assets**"); provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Foreign Subsidiary without adverse tax consequences (in the reasonable judgment of such Grantor), the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each directly owned Foreign Subsidiary of such Grantor.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Borrowers, all of the Obligations of the Borrowers and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor (the "**Secured Obligations**").

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor

any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Extension Date, that as of the Closing Date:

(i) it has indicated on Schedule 4.1(A): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person);

(ii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the last five (5) years, and does not do, business under any other legal name except for those names set forth on Schedule 4.1(B);

(iii) except as provided on Schedule 4.1(C), it has not changed its name or jurisdiction of organization within the past two (2) years;

(iv) upon the filing of all UCC financing statements naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time) and the other filings delivered by each Grantor, the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral to the extent such a Lien may be perfected by the filing of a financing statement under the UCC; and

(v) no authorization, Governmental Authorization, approval or other action by, and no notice to or filing with, any regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (iv) above and those in connection with perfecting security interests in Intellectual Property, (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities and (C) those required by the Assignment of Claims Act or any similar state statute; provided that the aggregate amount of all such Receivables referred to in this clause (C) does not exceed \$250,000.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that it shall not change such Grantor's name, type of organization or jurisdiction of organization

unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules with respect to such changes, at least five (5) days prior to any such change, identifying such new proposed name, type of organization or jurisdiction of organization and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby or pursuant to the other Credit Documents.

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Extension Date, that as of the Closing Date, all of the Equipment and Inventory included in the Collateral is kept only at the locations specified in Schedule 4.2 (or is in transit thereto).

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) Except for Equipment, Inventory and any Documents evidencing Equipment and Inventory with an aggregate value of no more than \$1,000,000 at any one time, it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent in accordance with Section 5.1(m) of the Credit Agreement a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules with respect to such changes, within thirty (30) days after any change in locations, identifying such new locations (other than any locations with respect to the Retail Business) and providing such other information in connection therewith as the Collateral Agent may reasonably request;

(ii) it shall not deliver any Document evidencing any Equipment and Inventory to any Person (other than the Collateral Agent) other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent; and

(iii) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, (A) provide information with respect to any such Equipment in excess of \$250,000 individually and \$1,000,000 in the aggregate and (B) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Extension Date, that as of the Closing Date:

(i) each Receivable (a) is to the knowledge of Grantor, valid and binding obligation of the Account Debtor in respect thereof, (b) is and will be enforceable in accordance with its terms, provided that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business) which could reasonably be expected to have a Material Adverse Effect; and

(ii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c) and the terms of the Intercreditor Agreement.

(b) Covenants and Agreements: Each Grantor hereby covenants and agrees that:

(i) it shall perform in all material respects all of its obligations with respect to the Receivables;

(ii) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect; and

(iii) at any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent and (2) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within five (5) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and

(c) Delivery and Control of Receivables. Subject to the terms of the Intercreditor Agreement, with respect to any Receivables \$250,000 individually and \$1,000,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause originally executed copies thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank to the extent necessary to comply with the limitations set forth herein pursuant to Section 5.1(m) of the Credit Agreement with respect to such Chattel Paper or Investments acquired during the prior month. With respect to any Receivables in excess of \$2,000,000 individually or \$15,000,000 in the

aggregate which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps necessary to give the Collateral Agent control in accordance with Section 5.1(m) of the Credit Agreement over such Receivables (within the meaning of Section 9-105 of the UCC) to the extent necessary to comply with the limitations set forth herein with respect to such electronic Chattel Paper acquired during the prior Fiscal Quarter. Each Grantor shall not deliver to or give control to any third party (other than the Collateral Agent) any Receivable that is evidenced by, or constitutes Chattel Paper or Instruments.

4.4 Investment Related Property

4.4.1 Investment Related Property Generally

(a) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) in the event it acquires rights in any Pledged Collateral (other than any Excluded Assets) after the date hereof it shall deliver, in accordance with Section 5.1(m) of the Credit Agreement, to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules with respect thereto, reflecting such new Pledged Collateral and all other Pledged Collateral. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then such dividends, interest or distributions and securities or other property (other than any Excluded Assets) shall be included in the definition of Collateral without further action. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain (x) all cash dividends and distributions paid by the issuer and all scheduled payments of interest and (y) all dividends, interest or distributions in connection with an Asset Sale conducted pursuant to a merger, consolidation, liquidation or dissolution; and

(iii) it consents to the grant by each other Grantor of a Security Interest in all Investment Related Property consisting of its Securities to the Collateral Agent.

(b) Delivery and Control. Subject to the terms of the Intercreditor Agreement, each with respect to any Investment Related Property (other than any Excluded Assets) that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

- (1) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Grantor shall exercise or refrain from exercising any such right if the Collateral Agent shall have notified such Grantor that, in the Collateral Agent's reasonable judgment, such action would have a Material Adverse Effect on the value of the Investment Related Property or any part thereof; it being understood, however, that neither the voting by such Grantor of any Pledged Equity Interests for, or such Grantor's consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section 4.4.1(c)(i); and
- (2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (i) above;

(ii) Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuation of an Event of Default:

- (A) upon (i) receipt of written notice so proscribing from the Collateral Agent exercising its rights under this Section by a Grantor or (ii) notice so proscribing from any Grantor to Collateral Agent or a Secured Party, all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and
- (B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) the each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

4.4.2 Pledged Equity Interests

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Extension Date, that as of the Closing Date:

(i) Schedule 4.4(A) sets forth under the headings "Pledged Stock," "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens;

(iii) no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof; and

(iv) (A) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property issued by the former to the latter to the Collateral Agent and, without limiting the foregoing, consents to the transfer, subject to the terms of the Intercreditor Agreement, of any Pledged Partnership Interest and any Pledged LLC Interest issued by it to the Collateral Agent or its nominee following the occurrence and continuance of an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto and (B) the Company consents to the grant by Holdings of a security interest in all of the Pledged LLC Interests issued by the former to the latter to the Collateral Agent pursuant to that certain Holdings Pledge Agreement dated the date hereof and, without limiting the foregoing, consents to the transfer of the Pledged LLC Interests issued by it to the Collateral Agent or its nominee following the occurrence and continuance of an Event of Default and to the substitution of the Collateral Agent or its nominee as a member with all the rights and powers related thereto.

4.4.3 Pledged Debt

Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Extension Date, that as of the Closing Date, Schedule 4.4 sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and, to the knowledge of such Grantor, all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, and is not in default and constitutes all of the issued and outstanding inter-company Indebtedness.

4.4.4 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Extension Date, that as of the Closing Date:

(i) Schedule 4.4 hereto sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto sets forth under the headings "Deposit Accounts" all of the Deposit Accounts in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant thereto) having either sole dominion and control (within the meaning of common law) or "control" (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Subject to the terms of the Intercreditor Agreement has taken all actions necessary or desirable, including those specified in Section 4.4.4(b), to establish Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities.

(b) Delivery and Control

In addition to the foregoing, if any issuer of any Pledged Equity Interests is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence of an Event of Default, subject to the terms of the Intercreditor Agreement, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Pledged Equity Interests for certificates or instruments of smaller or larger denominations.

4.5 [Reserved.]

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Extension Date, that as of the Closing Date:

(i) all letters of credit with amounts available to be drawn thereunder in excess of \$250,000 individually and \$1,000,000 in the aggregate (collectively a "material letter of credit") for which such Grantor is the beneficiary is listed on Schedule 4.6 hereto; and

(ii) it has used all commercially reasonable efforts to obtain the consent of each issuer of any material letter of credit to the assignment of the proceeds of the letter of credit to the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any material letter of credit hereafter arising it shall use all commercially reasonable efforts to obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver in accordance with Section 5.1(m) of the Credit Agreement to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules with respect thereto.

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Extension Date, that as of the Closing Date, Schedule 4.7 sets forth a true and complete list of (i) all material United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall report to the Collateral Agent no less often than once per calendar quarter (i) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering in accordance with Section 5.1(m) of the Credit Agreement to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules with respect thereto; and

(ii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired.

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Extension Date, that as of the Closing Date, Schedule 4.8 sets forth all Commercial Tort Claims of each Grantor in excess of \$100,000 individually or \$500,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$1,000,000 individually or \$2,000,000 in the aggregate hereafter arising it shall deliver in accordance with Section 5.1(m) of the Credit Agreement to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with Supplements to Schedules, identifying such new Commercial Tort Claims.

SECTION 5. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES; ADDITIONAL GRANTORS.

5.1 Further Assurances.

(a) Each Grantor agrees, to the extent not inconsistent with the terms of the Intercreditor Agreement, that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Notwithstanding the foregoing, other than as set forth in Section 4.6, in no event shall any Grantor be required to obtain the consent or other approval of any third party with respect to matters as to which perfection of the Collateral Agent's lien may only be perfected by such Person's consent or approval. Without limiting the generality of the foregoing, each Grantor shall, to the extent not inconsistent with the terms of the Intercreditor Agreement:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property in which said Intellectual Property is registered or in which an application for registration is pending in the United States Patent and Trademark Office and the United States Copyright Office, the various Secretaries of State; and

(iii) at the Collateral Agent's reasonable request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired."

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.2 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a Counterpart Agreement. Upon delivery of any such counterpart agreement to the Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. Subject to the terms of the Intercreditor Agreement, each Grantor hereby irrevocably appoints (until the Termination Date) the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to, subject to the terms of the Intercreditor Agreement, take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquaintance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;

(g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than the Liens under the First Lien Credit Agreement and Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and

(h) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Notwithstanding the foregoing, in no event shall the Collateral Agent exercise any powers granted to it pursuant to such power of attorney unless an Event of Default has occurred and is continuing.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) Subject to the terms of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2 Application of Proceeds. Subject to the Intercreditor Agreement and except as expressly provided elsewhere in this Agreement and in the Intercreditor Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith, and all amounts for which the Collateral Agent is entitled to indemnification hereunder (in its capacity as the Collateral Agent and not as a Lender) and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties; and third, subject to the provisions of the Intercreditor Agreement, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, subject to the terms of the Intercreditor Agreement, the Collateral Agent may apply the balance from any Deposit Account (other than funds constituting trust funds) or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account (other than funds constituting trust funds) to or for the benefit of the Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Pledged Equity Interests conducted without prior registration or qualification of such Pledged Equity Interests under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Pledged Equity Interests for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions

(including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Pledged Equity Interests for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. Subject to the terms of the Intercreditor Agreement, if the Collateral Agent determines to exercise its right to sell any or all of the Pledged Equity Interests, upon written request, each Grantor shall and shall cause each issuer of any Pledged Equity Interests to be sold hereunder from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may reasonably request in order to determine the number and nature of interest, shares or other instruments included in the Pledged Equity Interests which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding but subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuation of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10.3 of the Credit Agreement in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent an absolute assignment of all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property; and

(iv) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property, of the existence of the security interest

created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

- (1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and
- (2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon (other than in the ordinary course of business and consistent with past practice).

(b) Subject to the terms of the Intercreditor Agreement, if (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable and remain unpaid, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable (until the Termination Date), nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. Subject to the terms of the Intercreditor Agreement, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other near-cash items (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided pursuant to Section 4.4(a)(ii), be turned over to the Collateral

Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be immediately delivered to the relevant Grantor together with any necessary endorsements and (ii) if an Event of Default shall have occurred and be continuing, shall be applied by the Collateral Agent against the Secured Obligations then due and owing.

SECTION 8. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement, the Credit Agreement and the Intercreditor Agreement. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in accordance with the terms of this Section. Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by the Requisite Lenders holding more than 50% of the outstanding Commitments under the Credit Agreement. Upon any such notice of resignation or any such removal, Requisite Lenders shall have the right, upon five (5) Business Days' notice to the Collateral Agent, following receipt of the Grantors' consent (which shall not be unreasonably withheld or delayed and which shall not be required while an Event of Default with respect to Sections 8.1(a), 8.1(f) and 8.1(g) of the Credit Agreement exists), to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent under this Agreement. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereby also be deemed the successor Collateral Agent and such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the Termination Date, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the Termination Date, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination or the consummation of Asset Sales permitted under the Credit Agreement, the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination or such release of Collateral.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. During the continuance of any Event of Default, if any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 11. MISCELLANEOUS.

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not, subject to the terms of the Intercreditor Agreement, avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding

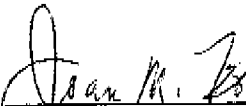
upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401).


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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


TRANSWESTERN PUBLISHING COMPANY LLC

By: 
Name: Joan M. Fiorito
Title: Chief Financial Officer, Vice President and
Assistant Secretary


WORLDPAGES, INC.

By: 
Name: Joan M. Fiorito
Title: Chief Financial Officer, Vice President and
Assistant Secretary


GREAT WESTERN DIRECTORIES, INC.

By: 
Name: Joan M. Fiorito
Title: Chief Financial Officer, Vice President and
Assistant Secretary

**TWP CAPITAL CORP. II
TWP COMPANIES, INC.
TARGET DIRECTORIES OF MICHIGAN,
INC.
YPTel INC.
PACIFIC COAST PUBLISHING, LTD.
1+USA V ACQUISITION CORP.**

By: 
Name: Joan M. Fiorito
Title: Chief Financial Officer and Vice President

GOLDMAN SACHS CREDIT PARTNERS L.P.
as the Collateral Agent

By: 
Authorized Signatory

SCHEDULE 4.1
TO PLEDGE AND SECURITY AGREEMENT

(A)

<u>Name of Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization/Formation</u>	<u>Organizational Identification Number</u>	<u>Jurisdiction of Chief Executive Office</u>
TransWestern Publishing Company, LLC	Limited Liability Company	Delaware	2816564	California
TWP Capital Corp. II	Corporation	Delaware	2816565	California
TWP Companies, Inc.	Corporation	Delaware	3404375	California
Target Directories of Michigan, Inc.	Corporation	Michigan	446111	California
World Pages, Inc.	Corporation	Delaware	2802188	California
Great Western Directories, Inc.	Corporation	Texas	69456900	California
Pacific Coast Publishing, Ltd.	Corporation	Washington	25898917	California
1+USA V Acquisition Corp.	Corporation	Delaware	2684278	California
YPTel, Inc.	Corporation	Washington	25917196	California

(B)

<u>Grantor</u>	<u>Prior Legal Name</u>	<u>Date of Change</u>
World Pages, Inc.	WorldPages.com, Inc.	August 17, 2001
World Pages, Inc.	Advanced Communications Group, Inc.	February 24, 2000

(C) None

SCHEDULE 4.1-1

TRADEMARK
REEL: 002829 FRAME: 0555

SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>	<u>Owned or Leased</u>
TransWestern Publishing Company, LLC	106 Park West Circle Dothan, AL 36303	Houston	Leased
TransWestern Publishing Company, LLC	4455 E. 5th Street Tucson, AZ 85711	Pima	Leased
TransWestern Publishing Company, LLC	6860 Morrow Lane #D Chico, CA 95928	Butte	Leased
TransWestern Publishing Company, LLC	5160 Robert J. Matthews Bl #4 El Dorado Hills, CA 95762	El Dorado	Leased
TransWestern Publishing Company, LLC	303 N. Glenoaks Blvd. Burbank, CA 91502	Los Angeles	Leased
TransWestern Publishing Company, LLC	303 N. Glenoaks Blvd. Burbank, CA 91502	Los Angeles	Leased
TransWestern Publishing Company, LLC	333 N. Glenoaks Blvd. Burbank, CA 91502	Los Angeles	Leased
TransWestern Publishing Company, LLC	8752 Amigo Avenue Northridge, CA 91324	Los Angeles	Leased
TransWestern Publishing Company, LLC	28200 Bouquet Canyon Rd. Santa Clarita, CA 91350	Los Angeles	Leased
TransWestern Publishing Company, LLC	401 Jasmine Corona Del Mar, CA 92625	Orange	Leased
TransWestern Publishing Company, LLC	400 North Tustin Ave Santa Ana, CA 92705	Orange	Leased
TransWestern Publishing Company, LLC	1525 W. Florida Ave Hemet, CA 92343	Riverside	Leased
TransWestern Publishing Company, LLC	25429 Blackthorne Dr. Murietta, CA 92563	Riverside	Leased
TransWestern Publishing Company, LLC	44-900 San Pablo Palm Desert, CA 92260	Riverside	Leased
TransWestern Publishing Company, LLC	3769 San Rafael Way Riverside, CA 92504	Riverside	Leased
TransWestern Publishing Company, LLC	41743 Enterprise Cir. N. #101, 102, 103 Temecula, CA 92590	Riverside	Leased
TransWestern Publishing Company, LLC	43250 Business Park Drive Temecula, CA 92590	Riverside	Leased
TransWestern Publishing Company, LLC	42180 Zevo Drive Temecula, CA 92590	Riverside	Leased
TransWestern Publishing Company, LLC	72050 Varner Rd. Thousand Palms, CA 92276	Riverside	Leased
TransWestern Publishing Company, LLC	15450 Nisqually Rd. Victorville, CA 92392	San Bernardino	Leased
TransWestern Publishing Company, LLC	12276 Hesperia Rd. Ste. 5 Victorville, CA 92392	San Bernardino	Leased
TransWestern Publishing Company, LLC	5937 Darwin Ct, Ste. 105 Carlsbad, CA 92008	San Diego	Leased
TransWestern Publishing Company, LLC	5937 Darwin Ct, Ste. 101 Carlsbad, CA 92008	San Diego	Leased
TransWestern Publishing Company, LLC	7220 Trade St. #200 San Diego, CA 92121	San Diego	Leased
TransWestern Publishing Company, LLC	7310 Convoy Court San Diego, CA 92111	San Diego	Leased
TransWestern Publishing Company, LLC	8344, 8328 and 8322 Clairemont Mesa San Diego, CA 92111	San Diego	Leased
TransWestern Publishing Company, LLC	3666 Kearny Villa Rd. San Diego, CA 92111	San Diego	Leased
TransWestern Publishing Company, LLC	560 S. Pacific Street San Marcos, CA 92069	San Diego	Leased
TransWestern Publishing Company, LLC	585 Dana St. San Luis Obispo, CA 93401	San Luis Obispo	Leased
TransWestern Publishing Company, LLC	124 W. Carmen Santa Maria, CA 93458	Santa Barbara	Leased
TransWestern Publishing Company, LLC	123 N. Depot St. Santa Maria, CA 93458	Santa Barbara	Leased
TransWestern Publishing Company, LLC	55 Penny Lane Watsonville, CA 95076	Santa Cruz	Leased
TransWestern Publishing Company, LLC	2636 Churn Creek, Ste. 200 Redding, CA 96002	Shasta	Leased
TransWestern Publishing Company, LLC	1326 Ross Street, Ste. A & C Petaluma, CA 94954	Sonoma	Leased
TransWestern Publishing Company, LLC	4701 Sisk Road Modesto, CA 95356	Stanislaus	Leased
TransWestern Publishing Company, LLC	960-d Tharp Rd. Yuba City, CA 95993	Sutter	Leased
TransWestern Publishing Company, LLC	1550 Harbor Blvd West Sacramento, CA 95691	Yolo	Leased
TransWestern Publishing Company, LLC	205 Kelsey, Suite 205 Newington, CT 06111	Hartford	Leased
TransWestern Publishing Company, LLC	601 South Main St., Unit D Torrington, CT 06790	Litchfield	Leased
TransWestern Publishing Company, LLC	48 Wellington Rd., Ste. 100 Milford, CT 06460	New Haven	Leased
TransWestern Publishing Company, LLC	7220 W. University Ste. B Gainesville, FL 32607	Alachua	Leased
TransWestern Publishing Company, LLC	7208 W. University Avenue Gainesville, FL 32607	Alachua	Leased
TransWestern Publishing Company, LLC	132 SE Hernando Avenue Lake City, FL 32025	Columbia	Leased
TransWestern Publishing Company, LLC	2536 SW 27th Avenue Ocala, FL 34474	Marion	Leased
TransWestern Publishing Company, LLC	400 Lake Howard Dr. Winter Haven, FL 33881	Polk	Leased
TransWestern Publishing Company, LLC	310 S. Palm Avenue Palatka, FL 32177	Putnam	Leased
TransWestern Publishing Company, LLC	3330 Northside Drive Macon, GA 31210	Bibb	Leased
TransWestern Publishing Company, LLC	4885 Riverside Dr., Ste. 106 Macon, GA 31210	Bibb	Leased
TransWestern Publishing Company, LLC	4486 Riverside Drive Macon, GA 31210	Bibb	Leased

SCHEDULE 4.2-1

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>	<u>Owned or Leased</u>
TransWestern Publishing Company, LLC	2610 Dawson Road Albany, GA 31707	Dougherty	Leased
TransWestern Publishing Company, LLC	221 and 225 Merchants Way Brunswick, GA 31525	Glynn	Leased
TransWestern Publishing Company, LLC	1062 Bear Creek Bl Hampton, GA 30228	Henry	Leased
TransWestern Publishing Company, LLC	92A and 92B Woolsey Rd. Hampton, GA 30228	Henry	Leased
TransWestern Publishing Company, LLC	1450 54th Street, Suite D Columbus, GA 31904	Muscogee	Leased
TransWestern Publishing Company, LLC	1100 Martin Luther King Muncie, IN 47304	Delaware	Leased
TransWestern Publishing Company, LLC	13147 Hamilton Commons Blvd. Noblesville, IN 46060	Hamilton	Leased
TransWestern Publishing Company, LLC	2601 Fortune Circle E #100 Indianapolis, IN 46241	Marion	Leased
TransWestern Publishing Company, LLC	2601 Fortune Circle E #100 Indianapolis, IN 46241	Marion	Leased
TransWestern Publishing Company, LLC	190 W. Becks Mill Rd. Ste. F Salem, IN 47167	Washington	Leased
TransWestern Publishing Company, LLC	245 North Waco Wichita, KS 67202	Sedgwick	Leased
TransWestern Publishing Company, LLC	343 Waller Avenue Lexington, KY 40504	Fayette	Leased
TransWestern Publishing Company, LLC	2301 Envoy Circle #2301 Louisville, KY 40299	Jefferson	Leased
TransWestern Publishing Company, LLC	2300 Envoy Circle #2301 Louisville, KY 40299	Jefferson	Leased
TransWestern Publishing Company, LLC	2509 Plantside Dr. Louisville, KY 40299	Jefferson	Leased
TransWestern Publishing Company, LLC	2530 Scottsville Rd., Ste. 1 Bowling Green, KY 42103	Warren	Leased
TransWestern Publishing Company, LLC	100 Asma Blvd. #280 Lafayette, LA 70508	Lafayette	Leased
TransWestern Publishing Company, LLC	201-B St. Mary St. Thibodaux, LA 70301	Lafourche	Leased
TransWestern Publishing Company, LLC	75 South Church St. #400 Pittsfield, MA 01201	Berkshire	Leased
TransWestern Publishing Company, LLC	116 Pleasant St. #3100 Easthampton, MA 01027	Hampshire	Leased
TransWestern Publishing Company, LLC	6035 Executive Dr. #106 Lansing, MI 48809	Ionia	Leased
TransWestern Publishing Company, LLC	2 Universal Way Jackson, MI 49202	Jackson	Leased
TransWestern Publishing Company, LLC	136 East Maurice St. Adrian, MI 49221	Lenawee	Leased
TransWestern Publishing Company, LLC	108 N. Lafayette St., Ste. E Greenville, MI 48838	Montcalm	Leased
TransWestern Publishing Company, LLC	3240 Christy Way Ste. 3 & 4 Saginaw, MI 48603	Saginaw	Leased
TransWestern Publishing Company, LLC	3820 Packard Road Ann Arbor, MI 48108	Washtenaw	Leased
TransWestern Publishing Company, LLC	6880 South McCarren Blvd Reno, NV 89509	Washoe	Leased
TransWestern Publishing Company, LLC	1750 Central Avenue Albany, NY 12205	Albany	Leased
TransWestern Publishing Company, LLC	441 New Karner Rd., Ste. 100 Albany, NY 12205	Albany	Leased
TransWestern Publishing Company, LLC	476 New York Avenue Plattsburgh, NY 12903	Clinton	Leased
TransWestern Publishing Company, LLC	4 Jefferson St. #500 Poughkeepsie, NY 12601	Dutchess	Leased
TransWestern Publishing Company, LLC	587 Main St. New York Mills, NY 13417	Oneida	Leased
TransWestern Publishing Company, LLC	453 Route 211 East Middletown, NY 10940	Orange	Leased
TransWestern Publishing Company, LLC	10154 Saratoga Rd. South Glens Falls, NY 12803	Saratoga	Leased
TransWestern Publishing Company, LLC	150 Clearbrook Road Elmsford, NY 10523	Westchester	Leased
TransWestern Publishing Company, LLC	9655 Sweet Valley Drive Valley View, OH 44125	Cuyahoga	Leased
TransWestern Publishing Company, LLC	1010 Tiffin Avenue Findlay, OH 45840	Hancock	Leased
TransWestern Publishing Company, LLC	1919 North Ridge Rd Lorain, OH 44055	Lorain	Leased
TransWestern Publishing Company, LLC	3085 Woodman Center Drive, Ste. 120 Kettering, OH 45420	Montgomery	Leased
TransWestern Publishing Company, LLC	1976 Woodman Center Drive Kettering, OH 45420	Montgomery	Leased
TransWestern Publishing Company, LLC	2007 N. Commerce St., Ste. 211 Ardmore, OK 73401	Carter	Leased
TransWestern Publishing Company, LLC	1916A East Gore Blvd. Lawton, OK 73501	Comanche	Leased
TransWestern Publishing Company, LLC	1602 SW F Ave. Lawton, OK 73501	Comanche	Leased
TransWestern Publishing Company, LLC	1722 North Fourth Ponca City, OK 74601	Kay	Leased
TransWestern Publishing Company, LLC	401 W. Broadway #101 Muskogee, OK 74401	Muskogee	Leased
TransWestern Publishing Company, LLC	4901 W. Reno Ste. 800 Oklahoma City, OK 73127	Oklahoma	Leased
TransWestern Publishing Company, LLC	10820 East 45th Street Tulsa, OK 74146	Tulsa	Leased
Great Western Directories, Inc.	2442 8th Avenue West Linn, OR 97068	Clackamas	Leased
Pacific Coast Publishing, LTD	20310 Empire Avenue Bend, OR 97701	Deschutes	Leased
Pacific Coast Publishing, LTD	644 SW Coast Highway Suite E Newport, OR	Lincoln	Leased

SCHEDULE 4.2-2

<u>Grantor</u>	<u>Address/City/State/Zip Code</u>	<u>County</u>	<u>Owned or Leased</u>
	97365		
Pacific Coast Publishing, LTD	4822 South Coast Hwy South Beach, OR 97366	Lincoln	Leased
TransWestern Publishing Company, LLC	2225 Pacific Blvd. Albany, OR 97321	Linn	Leased
TransWestern Publishing Company, LLC	5050 River Road North Keizer, OR 97303	Marion	Leased
TransWestern Publishing Company, LLC	1395 Liberty Avenue Salem, OR 97362	Marion	Leased
TransWestern Publishing Company, LLC	1905 4th Street La Grande, OR 97850	Union	Leased
TransWestern Publishing Company, LLC	10550 SW Allen Bl. Beaverton, OR 97005	Washington	Leased
TransWestern Publishing Company, LLC	814 E. 2nd St., Ste B Newberg, OR 97132	Yamhill	Leased
TransWestern Publishing Company, LLC	926 Court St. Honesdale, PA 18431	Wayne	Leased
	2525 Perimeter Dr. Ste. 105 Nashville, TN 37214	Davidson	Leased
TransWestern Publishing Company, LLC	4100 South Medford Lufkin, TX 75901	Angelina	Leased
TransWestern Publishing Company, LLC	2400 Lakeview Amarillo, TX 79019	Armstrong	Leased
TransWestern Publishing Company, LLC	5904 E Hwy 190 Killeen, TX 76543	Bell	Leased
	8930 Four Winds Dr. Ste. 141 San Antonio, TX 78239	Bexar	Leased
TransWestern Publishing Company, LLC	6801 Gaylord Parkway Frisco, TX 75034	Collin	Leased
TransWestern Publishing Company, LLC	4401 N. I-35, Suite 108 Denton, TX 76207	Denton	Leased
	Suite 4G, LaMarque Outlet Shops LaMarque, TX 77568	Galveston	Leased
TransWestern Publishing Company, LLC	501 Spur 63 Suite D2 Longview, TX 75601	Gregg	Leased
TransWestern Publishing Company, LLC	501 Spur 63 Suite C-1 Longview, TX 75601	Gregg	Leased
TransWestern Publishing Company, LLC	3301 E. Marshall Ave. Longview, TX 75601	Gregg	Leased
TransWestern Publishing Company, LLC	12727 Featherwood Houston, TX 77034	Harris	Leased
TransWestern Publishing Company, LLC	13101 NW Fwy. #101 Houston, TX 77034	Harris	Leased
TransWestern Publishing Company, LLC	12711 Fugua Ste. 103 Houston, TX 77034	Harris	Leased
Great Western Directories, Inc.	15200 Middlebrook Houston, TX 77034	Harris	Leased
TransWestern Publishing Company, LLC	10203 Birchridge Humble, TX 77338	Harris	Leased
TransWestern Publishing Company, LLC	3012 East Highway 377 Granbury, TX 76049	Hood	Leased
TransWestern Publishing Company, LLC	1215 Alamo Street Commerce, TX 75428	Hunt	Leased
TransWestern Publishing Company, LLC	816 Lake Air Drive Waco, TX 76710	McLennan	Leased
TransWestern Publishing Company, LLC	4727 Sanger Waco, TX 76710	McLennan	Leased
TransWestern Publishing Company, LLC	308 N. Industrial Drive Waco, TX 76710	McLennan	Leased
TransWestern Publishing Company, LLC	5101 Sanger Avenue Waco, TX 76710	McLennan	Leased
	103 South Main, Ste. A&B Weatherford, TX 76086	Parker	Leased
TransWestern Publishing Company, LLC	3800 Paluxy Dr. Ste. 145 Tyler, TX 75701	Smith	Leased
TransWestern Publishing Company, LLC	1635 West Division St. Arlington, TX 76012	Tarrant	Leased
TransWestern Publishing Company, LLC	1600 E. Lamar Blvd. Arlington, TX 76011	Tarrant	Leased
	3800 Sandshell, Suite 180 Fort Worth, TX 76137	Tarrant	Leased
TransWestern Publishing Company, LLC	2630 West Freeway Fort Worth, TX 76137	Tarrant	Leased
Great Western Directories, Inc.	9211 Waterford Centre Blvd. Austin, TX 78758	Travis	Leased
TransWestern Publishing Company, LLC	103 South Main, Ste. A&B Wichita Falls, TX 76302	Wichita	Leased
Great Western Directories, Inc.	1596 North 400 West Layton, UT 84041	Davis	Leased
Pacific Coast Publishing, LTD	147 West Election Rd. Draper, UT 84020	Salt Lake	Leased
TransWestern Publishing Company, LLC	1220 East Vine Street Salt Lake City, UT 84121	Salt Lake	Leased
Pacific Coast Publishing, LTD	1503 S. 40 E. Provo, UT 84606	Utah	Leased
	285 West Tabernacle St. Ste. 201 St. George, UT 84770	Washington	Leased
TransWestern Publishing Company, LLC	16701 McGillivray Bl. Vancouver, WA 98683	Clark	Leased
TransWestern Publishing Company, LLC	1953 7th Avenue Longview, WA 98632	Gregg	Leased
Pacific Coast Publishing, LTD	15375 SE 30th Place Bellevue, WA 98007	King	Leased
Pacific Coast Publishing, LTD	13555 S.E. 36th St. Suite. 300 Bellevue, WA 98007	King	Leased
TransWestern Publishing Company, LLC	33310 9th Avenue Federal Way, WA 98003	King	Leased
Pacific Coast Publishing, LTD	5610 Kitsap Way Bremerton, WA 98310	Kitsap	Leased
Pacific Coast Publishing, LTD	1570 N. National Ave., Ste 2 Chehalis, WA 98532	Lewis	Leased
TransWestern Publishing Company, LLC	East 12706 Nora Avenue Spokane, WA 99216	Spokane	Leased
TransWestern Publishing Company, LLC	909 Stealer-Kinney Rd Lacey, WA 98503	Thurston	Leased

SCHEDULE 4.2-3

SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

(A)

Pledged Stock

<u>Grantor</u>	<u>Issuer</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if uncertificated, please indicate so)</u>	<u>Par Value</u>
TransWestern Publishing Company, LLC	TWP Capital Corp. II	1000	1000	100%	1	.01
TransWestern Publishing Company, LLC	TWP Companies, Inc.	1000	1000	100%	C-1	.01
TWP Companies, Inc.	Target Directories of Michigan, Inc.	200	200	100%	C-2	1.00
TWP Companies, Inc.	World Pages, Inc.	1000	1000	100%	C-1	.01
World Pages, Inc.	Great Western Directories, Inc.	1250	1250	100%	20	1.00
World Pages, Inc.	YPTel, Inc.	100	100	100%	3	No Par
World Pages, Inc.	I+USA V Acquisition Corp.	1000	1000	100%	002	.01
YPTel, Inc.	Pacific Coast Publishing, Ltd.	100	100	100%	2	No Par
World Pages, Inc.	ACG Holding Company	14,884,681	14,884,681	65%	[65%]	No Par

Pledged LLC Interests

None

Pledged Partnership Interests

None

Pledged Trust Interests

None

Securities Accounts

<u>Grantor</u>	<u>Type of Account</u>	<u>Name & Address of Financial Institutions</u>
TransWestern Publishing Company, LLC	Liquidity Management Account #3751027863	Joan C. McEwin Liquidity Management Officer Bank of America 101 S Tryon St Charlotte, NC 28255 NC1 002 27 05

EXHIBIT 4.4-1

TRADEMARK
REEL: 002829 FRAME: 0559

Commodities Accounts

None

Deposit Accounts

<u>Grantor</u>	<u>Type of Account</u>	<u>Name & Address of Financial Institutions</u>
TransWestern Publishing Company, LLC	Concentration Account #3751027863	Tom Snow Customer Service Officer Bank of America 101 S Tryon St Charlotte, NC 28255 NC1 002 27 05
TransWestern Publishing Company, LLC	Local Customer Deposit Account Account #415 -9402601	Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
TransWestern Publishing Company, LLC	Denver A/R Lockbox Account #415- 9682541	Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
TransWestern Publishing Company, LLC	LOC Collateral Account Account #401- 0012573	Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
TransWestern Publishing Company, LLC	Customer Refund Account Account #495- 0011130	Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
TransWestern Publishing Company, LLC	ACH Account Account #1-334-9180-2648	US Bank PO Box 1800 Saint Paul, Minnesota 55101-0800

EXHIBIT 4.4-2

**SCHEDULE 4.6
TO PLEDGE AND SECURITY AGREEMENT**

None

SCHEDULE 4.6-1

SCHEDULE 4.7(A)
TO PLEDGE AND SECURITY AGREEMENT

Copyrights

See attached

SCHEDULE 4.7-1

Figure 2 (continued)

See attached Supplemental Copyright Schedule

Supplemental Copyright Schedule

Title	Reg. No.	Reg. Date	Record Owner	Status
South King County, WA, regional directory, white and yellow, use thru November 1999.	TX4953808	6/25/99	Pacific Coast Publishing	Registered
Tucson, AZ, regional telephone directory, use thru March 2000.	TX4953804	6/25/99	Pacific Coast Publishing	Registered
Spokane, WA, regional telephone directory, use thru December 1999.	TX4953802	6/25/99	Pacific Coast Publishing	Registered
Pierce County, WA, regional white and yellow telephone directory, use thru April 2000.	TX4953735	6/25/99	Pacific Coast Publishing	Registered
Clark County, WA, regional white and yellow telephone directory, use thru March 2000.	TX4953734	6/25/99	Pacific Coast Publishing	Registered
Lewis County, WA, regional white and yellow telephone directory, use thru April 2000.	TX4953733	6/25/99	Pacific Coast Publishing	Registered
Gig Harbor, WA, regional telephone directory, use thru February 2000.	TX4953724	6/25/99	Pacific Coast Publishing	Registered
Salt Lake City, UT, regional telephone directory, white and yellow, use thru February 2000.	TX4953810	6/25/99	Pacific Coast Publishing	Registered
South Central Utah, regional telephone directory, white and yellow, use thru November 1999.	TX4953809	6/25/99	Pacific Coast Publishing	Registered
Portland, OR, regional telephone directory, white and yellow, use thru April 2000.	TX4953807	6/25/99	Pacific Coast Publishing	Registered
Olympia, WA, regional telephone directory, white and yellow, use thru April 2000.	TX4953806	6/25/99	Pacific Coast Publishing	Registered
South Central Utah, regional telephone directory, use thru May 1999.	TX4809197	11/24/98	Pacific Coast Publishing	Registered
Northern Utah regional directory, use thru September 1999.	TX4809196	11/24/98	Pacific Coast Publishing	Registered
Salem, OR, regional telephone directory, use thru October 1999.	TX4809195	11/24/98	Pacific Coast Publishing	Registered
Kitsap Peninsula, WA regional telephone directory, use thru October 1999.	TX4809194	11/24/98	Pacific Coast Publishing	Registered
Cowlitz, WA, Columbia Counties, regional telephone directory, use thru September 1999.	TX4797070	11/24/98	Pacific Coast Publishing	Registered
Linn, OR, Benton Counties, regional telephone directory, use thru June 1999	TX4797069	11/24/98	Pacific Coast Publishing	Registered
Greater Washington County, OR, regional telephone directory, use thru June 1999.	TX4797068	11/24/98	Pacific Coast Publishing	Registered
Tucson, AZ, regional telephone directory white and yellow, use thru February, 1999.	TX4767762	9/2/98	Pacific Coast Publishing	Registered
Lewis County, WA, regional telephone directory, use thru April 1999.	TX4760103	9/2/98	Pacific Coast Publishing	Registered
Pierce County, WA, regional telephone directory, use thru March 1999.	TX4760102	9/2/98	Pacific Coast Publishing	Registered
Clark County, WA, regional telephone directory, use thru March 1999.	TX4760094	9/2/98	Pacific Coast Publishing	Registered
Olympia, WA, regional telephone directory, use thru April 1999.	TX4760093	9/2/98	Pacific Coast Publishing	Registered
Salt Lake City, UT, regional telephone directory, use through January 1999.	TX4670384	3/6/98	Pacific Coast Publishing	Registered
Spokane, WA regional telephone directory,	TX4655425	3/6/98	Pacific Coast Publishing	Registered

Title	Reg. No.	Reg. Date	Record Owner	Status
use through November 1998.				
Kitsap Peninsula, WA regional telephone directory, use through October 1998	TX4655424	3/6/98	Pacific Coast Publishing	Registered
Cowlitz, WA, Columbia Counties regional telephone directory, use through September 1998.	TX4655423	3/6/98	Pacific Coast Publishing	Registered
Salem, OR, regional telephone directory, October 1998.	TX4649803	3/6/98	Pacific Coast Publishing	Registered
South King County, WA, regional telephone directory, November 1998.	TX4649802	3/6/98	Pacific Coast Publishing	Registered
Northern Utah regional directory, August 1998.	TX4649801	3/6/98	Pacific Coast Publishing	Registered
Gig Harbor, WA regional telephone directory, use through February 1999.	TX4670386	3/6/98	Pacific Coast Publishing	Registered
Southeast Arizona regional telephone directory, use thru July 1998.	TX4633533	9/5/97	Pacific Coast Publishing	Registered
Tucson, AZ, regional telephone directory.	TX4554511	4/30/97	Pacific Coast Publishing	Registered
South King County, WA, regional telephone directory.	TX4554510	4/30/97	Pacific Coast Publishing	Registered
Olympia, WA, regional telephone directory, use through April 1998.	TX4554509	4/30/97	Pacific Coast Publishing	Registered
South Central Utah, regional telephone directory, use thru May 1998.	TX4532615	7/30/97	Pacific Coast Publishing	Registered
Linn/Benton Counties, OR, regional telephone directory, use thru June 1998.	TX4532614	7/30/97	Pacific Coast Publishing	Registered
Salt Lake City, UT, regional telephone directory.	TX4489332	4/30/97	Pacific Coast Publishing	Registered
Pierce County, WA, regional telephone directory.	TX4489331	4/30/97	Pacific Coast Publishing	Registered
Clark County, WA, regional telephone directory, use thru March 1998.	TX4489330	4/30/97	Pacific Coast Publishing	Registered
Lewis County, WA, regional telephone directory, use thru April 1998.	TX4489329	4/30/97	Pacific Coast Publishing	Registered
Kitsap Peninsula, WA, regional telephone directory, 1996-97.	TX4025298	1/15/97	Pacific Coast Publishing	Registered
Salem, OR, regional telephone directory, 1996-97 edition.	TX4422066	11/14/97	Pacific Coast Publishing	Registered
Cowlitz, WA, Columbia, OR, counties regional telephone directory, 1996-97 edition.	TX4406712	9/30/96	Pacific Coast Publishing	Registered
Northern Utah regional telephone directory, 1996-97 edition.	TX4406711	9/30/96	Pacific Coast Publishing	Registered
Tacoma ... [et al.], regional telephone directory, 1988.	TX2267530	1/25/88	Pacific Coast Publishing	Registered
Kitsap Peninsula, Wash. regional telephone directory, 1988.	TX2267529	1/25/88	Pacific Coast Publishing	Registered
Eugene, Or., regional telephone directory, thru August 1987.	TX2147329	8/13/87	Pacific Coast Publishing	Registered
Olympia, Wash. ... [et al.], white & yellow pages, February 1987.	TX1785133	3/3/86	Pacific Coast Publishing	Registered
Tacoma regional telephone directory, thru November 1986.	TX1774858	3/3/86	Pacific Coast Publishing, Inc.; [Nele Pacific Coast Publishing, Inc]	Registered
The Right words, the right design, the right publication.	TX1030323	8/17/82	Anderson, Charles Robert, 1944- d.b.a. Pacific Coast Publishing	Registered

Title	Reg. No.	Reg. Date	Record Owner	Status
West Farm, CT, area telephone directory, use through September 2004.	TX5822341	10/28/03	TransWestern Publishing Company, LLC	Registered
Southeastern shore, CT, telephone directory, use through September 2004.	TX5830075	10/28/03	TransWestern Publishing Company, LLC	Registered
Kissimmee, FL, St. Cloud telephone directory, use through September 2004.	TX5830074	10/28/03	TransWestern Publishing Company, LLC	Registered
Stamford, CT, telephone directory, use through September 2004.	TX5830073	10/28/03	TransWestern Publishing Company, LLC	Registered
Ohio Valley, KY, telephone directory, use through September 2004.	TX5830072	10/28/03	TransWestern Publishing Company, LLC	Registered
Central Connecticut telephone directory, use through September 2004.	TX5830071	10/28/03	TransWestern Publishing Company, LLC	Registered
Greenwich, CT, telephone directory, use through September 2004.	TX5830070	10/28/03	TransWestern Publishing Company, LLC	Registered
Iberia, LA, regional telephone directory, use through June 2004.	TX5754749	7/23/03	TransWestern Publishing Company, LLC	Registered
Greater Muskogee, OK, area telephone directory, use through June 2004.	TX5754748	7/23/03	TransWestern Publishing Company, LLC	Registered
Hollister, CA, San Juan, Bautista telephone directory, use through June 2004.	TX5754747	7/23/03	TransWestern Publishing Company, LLC	Registered
Greater Hillsdale, MI, Branch County telephone directory, 2003/2004.	TX5754746	7/23/03	TransWestern Publishing Company, LLC	Registered
North Country, NY, telephone directory, 2003-2004.	TX5754745	7/23/03	TransWestern Publishing Company, LLC	Registered
Orange County, NY, telephone directory, use through June 2004.	TX5754744	7/23/03	TransWestern Publishing Company, LLC	Registered
Olympia, Wash., and surrounding area marketing reference guide, 1989-90.	TX2737522	2/5/90	Transwestern Publishing Company	Registered
Sherida, Wyo., Gillette, and surrounding area marketing reference guide, 1989-90.	TX2737521	2/5/90	Transwestern Publishing Company	Registered
Casper, Wyo. and surrounding area marketing reference guide, 1989-90.	TX2737520	2/5/90	Transwestern Publishing Company	Registered

SCHEDULE 4.7(B)
TO PLEDGE AND SECURITY AGREEMENT

Copyright licenses

Nonexclusive license to use any and all copyrighted or uncopyrighted materials created or owed by Lisa McConnell, Inc., d.b.a. Image One, Robert Gould and Lisa McConnell Gould (collectively, "Image One"), including, without limitation, templates, graphics, advertisements and artworks, pursuant to the Settlement and License Agreement dated as of October 5, 1999, by and among Image One and TransWestern Holdings L.P., TransWestern Communications Company, Inc., and TransWestern Publishing Company LLC.

SCHEDULE 4.7-2

TRADEMARK
REEL: 002829 FRAME: 0570

SCHEDULE 4.7(C)
TO PLEDGE AND SECURITY AGREEMENT

Patents

None

SCHEDULE 4.7-3

TRADEMARK
REEL: 002829 FRAME: 0571

SCHEDULE 4.7(D)
TO PLEDGE AND SECURITY AGREEMENT

Patent Licenses

None

SCHEDULE 4.7-4

SCHEDULE 4.7(E)
TO PLEDGE AND SECURITY AGREEMENT

Trademarks

See attached

SCHEDULE 4.7-5

TRADEMARK
REEL: 002829 FRAME: 0573

TRANSWESTERN
Trademark Status Chart
February 19, 2004

Owner	Trademark	Issue Date	Status	Reactions
Worldpages, Inc.	WORLDPAGES	02/28/02	SUSPENDED - Suspension letter sent 08/08/02 Security Agreement with to Canadian Imperial Bank of Commerce (by R. Rahbar on 10/31/02)	
Trans Western Publishing Company LLC	PROJECT RECYCLE! & Design	12/14/94	Renewal due on 01/23/06 Security interest to Canadian Imperial Bank of Commerce (by Alison Winick on 11/30/01).	1,950,842
Trans Western Publishing Company LLC	TRANSWESTERN (stylized)	06/24/91	Section 8 and 15 filed on 07/3/97; Renewed on 05/5/02; Renewal due on 05/05/12 Security interest to Canadian Imperial Bank of Commerce (by Alison Winick on 11/30/01)	1,685,310
Worldpages, Inc.	WORLDPAGES	04/29/99	Section 8 & 15 due on 12/25/07; Renewal due on 12/25/11 Security Agreement to Canadian Imperial Bank of Commerce (by A. Winick on 11/30/01)	2,521,580
Trans Western Publishing Company LLC	COASTAL PAGES (SUPPLEMENTAL REG)	10/30/98	Section 8 and 15 due on 07/18/06; Renewal due on 07/18/10 Security interest to Canadian Imperial Bank of Commerce (by Alison Winick on 11/30/01).	2,369,545

Applicant	Trademark	Filing Date	Status	Registration Number
TransWestern Publishing Company LLC	DESERT PAGES	05/23/96	Section 8 & 15 filed on 10/03/03; Section 8 & 15 Accepted by PTO on 11/14/03; Renewal due on 10/07/07	2,104,246
Web YP, Inc.	WORLDPAGES (Canada)	10/22/99	Security interest to Canadian Imperial Bank of Commerce (by Alison Winick on 11/30/01). Renewal due on 07/02/12	TMA564196
Web YP, Inc.	WORLDPAGES (CTM)	12/10/99	Per Joan Fiorito - Transwestern has no plans to use the mark in Canada and does not authorize us to file the recommended assignment. Renewal due on 03/27/11	1421544
TransWestern Publishing Company LLC	COASTAL PAGES (California)		Per Joan Fiorito - Transwestern has no plans to use the mark in the CTM and does not authorize us to file the recommended assignment. Renewal due on 05/26/2010	106366

SCHEDULE 4.7(F)
TO PLEDGE AND SECURITY AGREEMENT

Trademark Licenses

None

SCHEDULE 4.7-6

SCHEDULE 4.7(G)
TO PLEDGE AND SECURITY AGREEMENT

Trade Secret Licenses

None

SCHEDULE 4.7-7

TRADEMARK
REEL: 002829 FRAME: 0577

**SCHEDULE 4.7(H)
TO PLEDGE AND SECURITY AGREEMENT**

None

SCHEDULE 4.7-8

**SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT**

None