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Form PTO-1594 (rev 3/1)		RM COVER SHEET	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.			
Name of conveying party(ies)		2. Name and Address of	
1. Name of conveying party(les,) ,	2. Name and Address of	Coctains benefices)
Transwestern Publishing Individual(s) As General Partnership Li Corporation X Other - Delaware Limited Additional name(s) of conveying party(ies) a	sociation mited Partnership Liability Company	Goldman Sachs Cre (as the Collateral Ag 85 Broad Street New York, NY 10004	gent)
		Individual(s) citize	nship
3. Nature of conveyance: Assignment Security Agreement X Other: Second Lien Pled	ge and Security	Association General Partnersh Limited Partnersh Corporation X Other –Limited P If assignee is not domiciled in representative designation is a	nip artnership the United States, a domestic httached:Yes _X No ate document from assignment)
4. Application number(s) or a	registration number(s):	
A. Trademark Application I	No(s).	B. Trademark Regi	stration No(s).
		See Attached	
	Additional numbers attac	ched? <u>X</u> Yes No	18.0
5. Name and address of party to pondence concerning document sh		Total number of applications involved:	ations/registrations
James Talbot, Esq. SKADDEN, ARPS, SL & FLOM LLP Four Times Square		7. Total fee (37 CFR 3.41) X All fees and any def charged to Deposit Act (Our Ref. 244130)	iciencies are authorized to be coount
New York, New York	10030	2 Deposit Agequet No. 46	2 2205
	DO NOT US	8. Deposit Account No. 19 ETHIS SPACE	<u>5-2303</u>
9. Statement and signature. To the best of my knowledge an copy is a true copy of the origina James Talbot Name	- Si	gnature	April 8, 2004 Date
Total nu	imber of pages including cover	sheet, attachments, and document:	30

Page 2

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

Α.	Trademark Application	B. Trademark Registration
No(s).		No(s).
		1950842
	· 100 more	1685310
н		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 and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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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"), WORLDPAGES, 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, (ii) all rights corresponding thereto throughout the world, (ii) all inventions and improvements described therein, (iv) all rights to sue for past, present and future infringements thereof, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (v) 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;
 - 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.
- Certain Limited Exclusions. Notwithstanding anything herein to the contrary, 2.2 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) <u>Representations and Warranties</u>. 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) <u>Covenants and Agreements</u>. 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) <u>Representations and Warranties</u>. 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) <u>Representations and Warranties</u>. 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) <u>Covenants and Agreements</u>: Each Grantor hereby covenants and agrees that:
 - 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
 - at any time following the occurrence and during the continuation (iii) 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) <u>Delivery and Control of Receivables.</u> 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.

Investment Related Property 4.4

Investment Related Property Generally

- Covenants and Agreements. Each Grantor hereby covenants and agrees (a) that:
 - in the event it acquires rights in any Pledged Collateral (other (i) 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;
 - except as provided in the next sentence, in the event such (ii) 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
 - 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.
- Delivery and Control. Subject to the terms of the Intercreditor **(b)** 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.
 - Voting and Distributions. (c)

- (i) So long as no Event of Default shall have occurred and be continuing:
- except as otherwise provided under the covenants and agreements relating to (1)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) <u>Representations and Warranties</u>. 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
 - (A) each Grantor consents to the grant by each other Grantor of a (iv) 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) <u>Representations and Warranties</u>. 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) <u>Representations and Warranties</u>. 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) <u>Covenants and Agreements</u>. 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) <u>Covenants and Agreements</u>. 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) <u>Representations and Warranties</u>. 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) <u>Covenants and Agreements</u>. 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.

- 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.

- 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.
- The Collateral Agent or any Secured Party may be the purchaser of any **(b)** 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 after 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:
 - 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).
- Subject to the terms of the Intercreditor Agreement, if (i) an Event of (b) 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 hercunder 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

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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).

[The remainder of this page is intentionally left blank.]

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

Name: Joan M. Fiorito

Title Chief Financial Officer, Vice President and

Assistant Secretary

WORLDPAGES, INC.

Name: Joan M. Fiorito

Title: Chief Financial Officer, Vice President and Assistant Secretary

GREAT WESTERN DIRECTORIES, INC.

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.

Name: Joan M. Fiorito

Title: Chief Financial Officer and Vice President

SECOND LIEN
PLEDGE AND SECURITY AGREEMENT
447777-New York Server 3A

EXECUTION

GOLDMAN SACHS CREDIT PARTNERS L.P.

as the Collateral Agent

By:

Authorized Signatory

SCHEDULE 4.1 TO PLEDGE AND SECURITY AGREEMENT

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Name of Grantor	Type of Organization	Jurisdiction of Organization/ Formation	Organization <u>al</u> Identification Number	Chief
TransWestern Publishing	Limited Liability			<u> </u>
Company, LLC	Company	Delaware	2816564	California
TWP Capital Corp. II	Corporation	Delaware	2816565	California
TWP Companies, Inc.	Corporation	Delaware	3404375	California
Target Directories of	Ooxportation:	27 42477 7412 4		California
Michigan, Inc.	Corporation	Michigan	446111	
World Pages, Inc.	Corporation	Delaware	2802188	California
Great Western				California
Directories, Inc.	Corporation	Texas	69456900	
Pacific Coast Publishing,	_			California
Ltd.	Corporation	Washington	25898917	
1+USA V Acquisition	_			California
Corp.	Corporation	Delaware	2684278	
YPTel, Inc.	Corporation	Washington	25917196	California
(B)				
<u>Grantor</u>		Prior Legal N	<u>Vame</u>	Date of Change
World Pages, Inc.		WorldPages.com, In Advanced Communi		August 17, 2001
World Pages, Inc.		Group, Inc.		February 24, 2000

(C) None

SCHEDULE 4.2 TO PLEDGE AND SECURITY AGREEMENT

<u>Grantor</u>	Address/City/State/Zip Code	County	Owned or Leased
Trans Western Publishing Company, LLC	106 Park West Circle Dothan, AL 36303	Honston	Lessed
Trans Western 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
	5160 Robert J. Matthews Bl #4 El Dorado		Leased
TransWestern Publishing Company, LLC	Hills, CA 95762	El Dorado	
TransWestern Publishing Company, LLC	303 N. Glenoaks Blvd. Burbank, CA 91502	Los Angeles	Leased Leased
TransWestern Publishing Company, LLC	303 N. Glenoaks Blvd. Burbank, CA 91502	Los Angeles	Leased
TransWestern Publishing Company, LLC	333 N. Glenoaks Btvd. Burbank, CA 91502	Los Angeles	Leased
TransWestern Publishing Company, LLC	8752 Amigo Avenue Northridge, CA 91324 28200 Bouquet Canyon Rd. Santa Clarita, CA	Los Angeles	
TransWestern Publishing Company, LLC	91350	Los Angeles	Leased
TransWestern Publishing Company, LLC	401 Jasmine Corona Del Mar, CA 92625	Orange	Leased
Trans Western Publishing Company, LLC	400 North Tustin Ave Santa Ana, CA 92705	Orange	Leased Leased
TransWestern Publishing Company, LLC	1525 W. Florida Ave Hemet, CA 92543	Riverside	
Trans Western Publishing Company, LLC	25429 Blackthome Dr. Murrietta, CA 92563	Riverside	Leased
TransWestern Publishing Company, LLC	44-900 San Pablo Palm Desert, CA 92260	Riverside	Leased Leased
TransWestern Publishing Company, LLC	3769 San Rafael Way Riverside, CA 92504 41743 Enterprise Cir. N. #101, 102, 103	Rîverside	
TransWestern Publishing Company, LLC	Temecula, CA 92590 43250 Business Park Drive Temecula, CA	Riverside	Leased
TransWestern Publishing Company, LLC	92590	Riverside	Leased
Trans Western Publishing Company, LLC	42180 Zevo Drive Temecula, CA 92590	Riverside	Leased
TransWestern Publishing Company, LLC	72050 Varuer Rd. Thousand Palms, CA 92276	Riverside	Leased
TransWestern Publishing Company, LLC	15450 Nisqualli Rd, Victorville, CA 92392 12276 Hesperia Rd. Stc. 5 Victorville, CA	San Bernardino	Leased
TransWestern Publishing Company, LLC	92392	San Bernardino	Leased
TransWestern Publishing Company, LLC	5937 Darwin Ct, Stc. 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
Trans Western Publishing Company, LLC	7310 Convoy Court San Diego, CA 92111 8344, 8328 and 8322 Clairemont Mesa San	San Diego	Leased
TransWestern Publishing Company, LLC	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	Lessed
Trans Western Publishing Company, LLC	55 Penny Lane Watsonville, CA 95076 2636 Churn Creek, Ste, 200 Redding, CA	Santa Cruz	Leased
TransWestern Publishing Company, LLC	96002 1326 Ross Street, Ste. A & C Petaluma, CA	Shasta	Leased
TransWestern Publishing Company, LLC	94954	Somona	Leased
TransWestern Publishing Company, LLC	4701 Sisk Road Modesto, CA 95356	Stanislaus	Leased
TransWestern Publishing Company, LLC	960-d Tharo Rd. Yuba City, CA 95993	Sutter	Leased
Trans Western Publishing Company, LLC	1550 Harbor Blvd West Sacramento, CA 95691	Yolo	Leased
TransWestern Publishing Company, LLC	205 Kelsey, Suite 205 Newington, CT 06111 601 South Main St., Unit D Torrington, CT	Hartford	Leased
TransWestern Publishing Company, LLC	06790	Litchfield	Leased
Trans Western Publishing Company, LLC	48 Wellington Rd., Stc. 100 Milford, CT 06460 7220 W. University Stc. B Gainesville, FL	New Haven	Leased
TransWestern Publishing Company, LLC	32607 7208 W. University Avenue Gainesville, FL	Alachua	Leased
TransWasters Buddishine Common FIC	32607	Alachua	Leased
TransWestern Publishing Company, LLC		Columbia	Leased
TransWestern Publishing Company, LLC	132 SB Hernando Avenue Lake City, FL 32025 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 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
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SCHEDULE 4.2-1

		_	Owned
<u>Grantor</u>	Address/City/State/Zip Code	<u>County</u>	or Leased
TransWestern Publishing Company, LLC	2610 Dawson Road Albany, GA 31707 221 and 225 Merchants Way Brunswick, GA	Dougherty	Leased
TTI TABLE-C IIC	31525	Glynn	Lessed
TransWestern Publishing Company, LLC		Henry	Leased
TransWestern Publishing Company, LLC	1062 Bear Creek Bl Hampton, GA 30228 92A and 92B Woolsey Rd. Hampton, GA	· ·	
Trans Western Publishing Company, LLC	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 13147 Hamilton Commons Blvd. Noblesville,	Delaware	Leased
TransWestern Publishing Company, LLC	IN 46060 2601 Fortune Circle E #100 Indianapolis , IN	Hamilton	Leased
TransWestern Publishing Company, LLC	46241 2601 Fortune Circle E #100 Indianapolis , IN	Marion	Leased
TransWestern Publishing Company, LLC	46241	Marion	Lessed
	190 W. Becks Mill Rd. Stc. F Salem, IN 47167	Washington	Leased
TransWestern Publishing Company, LLC		Sedgwick	Leased
TransWestom Publishing Company, LLC	245 North Waco Wichita, KS 67202		Leased
TransWestern Publishing Company, LLC	343 Waller Avenue Lexington, KY 40504	Fayette	
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 2530 Scottsville Rd., Ste. 1 Bowling Green, KY	Jefferson	Leased
TransWestern Publishing Company, LLC	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, L.A. 70301	Lafourche	Leased
TransWestern Publishing Company, LLC	75 South Church St. #400 Pittsfield, MA 01201 116 Pleasant St. #3100 Easthampton, MA	Berkshire	Leased
TransWestern Publishing Company, LLC	01027	Hampshire	Leased
	6035 Executive Dr. #106 Lansing, MI 48809	Ionia	Leased
TransWestern Publishing Company, LLC		Jackson	Leased
TransWestern Publishing Company, LLC	2 Universal Way Jackson, Mi 49202		Leased
TransWestern Publishing Company, LLC	136 East Maumee St. Adrian, MI 49221 108 N. Lafayette St., Ste. E Greenville, MI	Lenavyee	
TransWestern Publishing Company, LLC	48838 3240 Christy Way Stc. 3 & 4 Saginaw, MI	Montealm	Leased
TransWestern Publishing Company, LLC	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
	441 New Karner Rd., Ste. 100 Albany, NY 12205	Albany	Leased
TransWestern Publishing Company, LLC		Clinton	Leased
TransWestern Publishing Company, LLC	476 New York Avenue Plattsburgh, NY 12903		
TransWestern Publishing Company, LLC	4 Jefferson St. #500 Poughkeepsic, 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 10154 Saratoga Rd. South Glens Falls, NY	Orange	Leased
TransWestern Publishing Company, LLC	12803	Saratoga	Leased
TransWestern Publishing Company, LLC	150 Clearbrook Road Elmsford, NY 10523 9655 Sweet Valley Drive Valley View, OH	Westchester	Leased
TransWestern Publishing Company, LLC	44125	Cuyahoga	Leased
TransWestern Publishing Company, LLC	1010 Tiffin Avenue Findlay, OH 45840	Hancock	Leased
TransWestern Publishing Company, LLC	1919 North Ridge Rd Loraid, OH 44055 3085 Woodman Center Drive, Stc. 120	Lorain	Leased
TransWestern Publishing Company, LLC	Kettering, OH 45420 1976 Woodman Center Drive Kettering, OH	Montgomery	Leased
TransWestern Publishing Company, LLC	45420	Montgomery	Leased
	2007 N. Commerce St., Ste. 211 Ardmore, OK	Contan	13
TransWestern Publishing Company, LLC	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 Ponea City, OK 74601	Kay	Leased
TransWestern Publishing Company, LLC	401 W. Broadway #101 Muskogee, OK 74401 4901 W. Reno Ste, 800 Oklahoma City, OK	Muskogee	Leased
TransWestern Publishing Company, LLC	73127	Oklahoma	Leased
Great Western Directories, Inc.	10820 East 45th Street Tulsa, OK 74146	Tulsa	Leased
Pacific Coast Publishing, LTD	2442 8th Avenue West Linn, OR 97068	Clackamas	Leased
TransWestern Publishing Company, LLC	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

		_	Owned
<u>Grantor</u>	Address/City/State/Zip Code	County	Owned or Leased
			VI LEASON
Barton Caret Bublishing 1770	97365	Lincoln	Leased
Pacific Coast Publishing, LTD	4822 South Coast Hwy South Beach, OR 97366 2225 Pacific Blvd. Albany, OR 97321	Linn	Leased
TransWestern Publishing Company, LLC TransWestern Publishing Company, LLC	5050 River Road North Keizer, OR 97303	Marion	Leased
Trans Western Publishing Company, LLC	1395 Liberty Avenue Salem, OR 97362	Marion	Leased
TransWestern Publishing Company, LLC	1903 4th Street La Grande, OR 97850	Union	Leased
TransWestern Publishing Company, LLC	10550 SW Allen Bi. Beaverton, OR 97005	Washington	Leased
TransWestern Publishing Company, LLC	814 E. 2nd St., Ste B Newberg, OR 97132	Yamhili	Leased
TransWestern Publishing Company, LLC	926 Court St. Honesdale, PA 18431	Wayne	Leased
TransWestern Publishing Company, LLC	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 Killern, TX 76543	Bell	Leased
	8930 Four Winds Dr. Ste. 141 San Antonio, TX		
TransWestern Publishing Company, LLC	78239	Bexar	Leased
TransWestern Publishing Company, LLC	680I Gaylord Parkway Frisco, TX 75034	Collin	Leased
TransWestern Publishing Company, LLC	4401 N. I-35, Suite 108 Denton, TX 76207 Suite 4G, LaMarque Cutlet Shops LaMarque,	Denton	Lessed
TransWestern Publishing Company, LLC	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 Fuqua 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 McLennan	Leased Leased
TransWestern Publishing Company, LLC	4727 Sanger Waco, TX 76710 308 N. Industrial Drive Waco, TX 76710	McLennan	Leased
TransWestern Publishing Company, LLC TransWestern Publishing Company, LLC	510) Sanger Avenue Waco, TX 76710	McLennan	Leased
- ' '-	103 South Main, Ste. A&B Weatherford, TX		
TransWestern Publishing Company, LLC	76086	Parker Smith	Leased Leased
TransWestern Publishing Company, LLC	3800 Paluxy Dr. Ste. 145 Tyler, TX 75701	Tarrant	Leased
TransWestern Publishing Company, LLC TransWestern Publishing Company, LLC	1635 West Division St. Arlington, TX 76012 1600 E. Lamar Blvd. Arlington, TX 76011	Terrant	Leased
Hanswestern rubissiong Company, auco	3800 Sandsheli, Suite 180 Fort Worth, TX	1 da laute	Denoral
TransWestern Publishing Company, LLC	76137	Tarrant	Leased
Great Western Directories, Inc.	2630 West Freeway Fort Worth, TX 76137	Tarrant	Leased
TransWestern Publishing Company, LLC	9211 Waterford Centre Blvd. Austin, TX 78758 103 South Main, Stc. A&B Wichita Falls, TX	Travis	Leased
Great Western Directories, Inc.	76302	Wichita	Leased
Pacific Coast Publishing, LTD	1596 North 400 West Layton, UT 84041	Daviş	Leased
TransWestern Publishing Company, LLC	147 West Election Rd. Draper, UT 84020 1220 East Vine Street Saft Lake City, UT	Selt Lake	Leased
Pacific Coast Publishing, LTD.	84121	Salt Lake	Leased
TransWestern Publishing Company, LLC	1503 S. 40 E. Ptovo, UT 84606 285 West Tabernacle St. Ste. 291 St. George,	Utah	Leased
TransWestern Publishing Company, LLC	UT 84770	Washington	Leased
TransWestern Publishing Company, LLC	1670) McGillivray Bl. Vancouver, WA 98683	Clark	Leased
Pacific Coast Publishing, LTD	1953 7th Avenue Longview, WA 98632	Gregg	Leased
Pacific Coast Publishing, LTD	15375 SE 30th Place Bellevue, WA 98007 13555 S.E. 36th St. Suite, 300 Bellevue, WA	King	Leased
TransWestern Publishing Company, LLC	98007	King	Leased
Pacific Coast Publishing, LTD	33310 9th Avenue Federal Way, WA 98003	King	Leased
Pacific Coast Publishing, LTD	5610 Kitsap Way Bremerton, WA 98310	Kitsap	Leased
- -	1570 N. National Ave., Ste 2 Chehalis, WA		
TransWestern Publishing Company, LLC	98532	Lewis	Leased
TransWestern Publishing Company, LLC	East 12706 Nora Avenue Spokane, WA 99216	Spokane	Leased
TransWestern Publishing Company, LLC	909 Sleater-Kinney Rd Lacey, WA 98503	Thurston	Leased

SCHEDULE 4.2-3

SCHEDULE 4.4 TO PLEDGE AND SECURITY AGREEMENT

(A)

Pledged Stock

	<u># of</u> Shares	<u>Total</u> Shares	<u>% of</u> Interest	Certificate No. (if uncertificated,	<u> Par</u>
<u>Issuer</u>	Owned	Outstanding	Pledged	please indicate so)	<u>Value</u>
TWP Capital Corp. II	1000	1000	100%	1	.01
TWP Companies, Inc.	1000	1000	100%	C-1	.01
Target Directories of Michigan, Inc.	200	200	100%	C-2	1.00
	1000	1000	100%	C-1	.01
Great Western Directories, Inc.	1250	1250	100%	20	1,00
YPTel, Inc.	100	100	100%	3	No Par
1+USA V Acquisition Corp.	1000	1000	100%	002	.01
Pacific Coast Publishing, Ltd. ACG Holding Company	100 14,884,681	100 14,884,681	100% 65%	2 [65%]	No Par No Par
	TWP Capital Corp. II TWP Companies, Inc. Target Directories of Michigan, Inc. World Pages, Inc. Great Western Directories, Inc. YPTel, Inc. I+USA V Acquisition Corp. Pacific Coast Publishing, Ltd.	Issuer Owned TWP Capital Corp. II 1000 TWP Companies, Inc. 1000 Target Directories of 200 Michigan, Inc. World Pages, Inc. 1000 Great Western Directories, 1250 Inc. YPTcl, Inc. 100 I+USA V Acquisition Corp. 1000 Pacific Coast Publishing, Ltd. 100	Shares Owned Outstanding	Shares Shares Interest	Shares Shares Interest Cif uncertificated Owned Outstanding Pledged Pl

Pledged LLC Interests

None

Pledged Partnership Interests

None

Pledged Trust Interests

None

Securities Accounts

Grantor Type of Account Name & Address of Financial Institutions

Joan C. McEwin

TransWestern Publishing Liquidity Management Account Bank of America
Company, LLC #3751027863 101 S Tryon St

Charlotte, NC 28255 NC1 002 27 05

EXHIBIT 4.4-1

Commodities Accounts

None

Deposit Accounts

Grantor

TransWestern Publishing Company, LLC	Concentration Account #3751027863
TransWestern Publishing Company, LLC	Local Customer Deposit Account Account #415 -9402601
TransWestern Publishing Company, LLC	Denver A/R Lockbox Account #415- 9682541
TransWestern Publishing Company, LLC	LOC Collateral Account Account #401- 0012573
TransWestern Publishing Company, LLC	Customer Refund Account Account #495- 0011130
TransWestern Publishing Company, LLC	ACH Account Account #1-534-9180-2648

Type of Account

Name & Address of Financial Institutions

Tom Snow Customer Service Officer Bank of America 101 S Tryon St Charlotte, NC 28255 NC1 002 27 05
Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
Andy Andow Relationship Manager Wells Fargo Bank 401 B Street, Suite 2201 San Diego, CA 92101
US Bank PO Box 1800 Saint Paul, Minnesota 55101-0800

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

Copyri	ight Registration Numbers			-		Region for	لية بالشنيط	مدح مخصصتين	Registration Very Mater	7-100 Table 7-100		Paradian Year
			**************************************	7004	2707	Napidestra Terr State	100	TOPS:	şkir	leave	750	,
			ima 2006 Donah	lemote :		2234	2000 Contin	2007	2022 Deute		ZEPERAND PARA	2001
YERAR	imt <u>ipalitenni ilika 1866</u> Acades Paristo, I.A. July 2004 Telephone Directory	Christiany Marite Acoustic Portion, LA	P.44.	205	2004 Device Public	77 (TX 5-401-010		
OPECHT .	Ada Area, CK-Jerseny 2006 Telephana Gracius Assanta Marea Area, CA, John 7004 Telephana (Areans)	Ada, OK Alamo, GA				YX 5-444-112		及機器		TX 5-471-072 TX 5-037-039		TX 3-084-53) TX 3-174-667
AND STREET	Combin Abby Minderwood Pasteri, TX 2022204 Telephore Directo America County, CA 2021-2024 Telephore Directory	Alda-Parws-Prins, VX. America, CA				TX 674640		TX 5-568-139		大学等		TX 5-794-803
070862 084857	Granter Armetin, TX 2003-2004 Telephone Charles Arm Arter Armeterik, Mil. Jame 2004 Telephone Directory	Acoustin, TX Acoustin, ND				TX5-701-073 TX5-743-059				TX 5-340-236		7/3-15/-002
008072 008120	Arientom Veiley Community, CA Justicery 2006 Telephone University Architecture Associa CK Codebox 2004 Telephone University	Artmope Velley, CA (TX 5-629-404		723-144-000		TAC-219-000 TX 6-248-007
02704e	Artgress City Area, Kill January 2000 Telephone (Messay)	Arkenna City, KB				TX 5-819-125	-	1X 5-000-100		TX.E-481-670		
001144 100040	Autory - Cyalles - Valley - Louist - Labyette Arial, Ar. Nevember 2004 Austra Maior, YK 2003-0004 Telephone Directory	Antonio, 22. Annalo, 7X						13 (-414-417 13 (-440-772		TX 5540537		77.6-174-0
4	Same and a Larray County, CA December 2000 Telephone Creater	Marin, IA Marine Ma, GA						TX 6-628-472 TX 6-750-634		TX 0-440-043 TX 6-440-460 TY 8-246-428		X 2 70 700 X 2 14 376
/WWW.WWW	Materia Childenga La Grange, TX Regionale 1904 Telephone Direktor Grange Regiona, TX (1933-1904 Telephone Direktor) Grander Wandelington County Benetation, OR Association Regional Tele	Basinsp., TX Staylospos, TX				TX G-MIR-4E		TX 2-400-CS		TX 6-401-001		
(1002) (1002)	Gemine Windelington County Benetician, OR Ausust 2004 Regional Tele Indiana, Gellerin, Kleer Cules, Want University, TX March 2004 Telephi Repair, CR James 2004 Telephiness Distallary	Barrerter-Wilters Co. C. Belletes, TX	9	<u> </u>		West the		TX 5-680-777		17 475 794		TA 5-245-04T
103477	bandington, VT May 2004 Talaphara Christian	Standard A.				TX 6-738-345		**************************************		TA 5-00-207		1X3-216-907
033005 023404	September County, MA Reptember 2004 Volument Directory School County, St March 2004 Telephone Chronicsy	Bertotični, MA Berto Co., M				TX \$-720-000		TX 5-600-620		TX 5-437(62)		17/0-243-250 17/0-216-640
ALC: U	Bowling Grown Changese, XX Area Within December 2004 Telephone Co- Brantonical Transitio, Thi August 2004 Telephone Clerciary	Brandwand, TX				12 SHARE		TX.5-997-798		TX 8367-408		TX 5-441-602
0:00111 913430		Britain, C7 Brownick, GA			_	10(3-000-022	TX,3-605,63 <u>X</u>	TR 8-120-043		TX 3-471-673 TX 1-477-767 TX 8-467-767		TX 5-128-381 TX 5-601-660 TX 5-207-782
100560	Buriamentiatourna, TX Neverther 2004 Yalephone (Printery Calemans County, CA October 2004 Yalephone Directory	Bulanes, TX Colorens, CA						A		12 S-452-000		TX.8-249-707
CM AND TO	Complete Arms Victor Complete V Chill 2004 Tolerahone Complete	Caracters, GA Capital Arres, NY		<u> </u>		17 5 74 5 FZ		TX 5-087-728		TX 9-234-402	<u> </u>	7153H-725 73530-439
049367 100367	Capital Area, NY 3.54 79501 Telephorps Directory Capital District Area, NY December 2004 Telephores Directory Camindreal, CA 2003-2004 Telephores Directory	Copiled Clarinist, NY Correlations, CA		<u> </u>				174 3-933-578		TX 5-337-034		- SARAGE AND A
023122	Capp. Grande, AZ 2004 Telephores Division	Cours Opposite, AZ Contar CZy, UT	-	<u> </u>		TX,3-573-970				7X 5-(44-547)		192 generation
10081# 071121	Control Congressions, CT September SED4 Tringhore Directory Greatur Charges, TX March 2004 Transhore Directory	Control Companions, Co Character TX				13,5753-722		TX 5-030-044 TX 5-030-077		TX SAME AND		VX.9-210-407
008114	Chingiping Valley, Charleto CT November 2004 Telephone Directory Chinaster Area, CR, Concentrary 2004 Telephone Circulary	Charleto, CT Chiableto, OK			_			1X 5-000-077 1X 5-700-727	• • • •	12 2 3 7 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	<u> </u>	TX 6-200-515 TX 6-200-515
005260 088180	Chies. CA Physiother 3054 Talestona Directory Cantardia Aresidella, TH August 2004 Telephone Directory	Chies, CA Darbadia, TH Cirylon Co., CA,				TX 5-214-04D		TX B-ET-104		TX 5-347-252 X 5-334-343		12 3 11 4 0 2
103160 000626	Charlest County, OA Continue 2004 Telephone Directory Charlest Avail, CA Describer 2004 Telephone Directory	Class Labo, 77						78.9-999-079 <u>0</u>		725-25-12		T)(G-443-461
inaire.	Greener Clear Lake, Montes Bay, Longton City, Websiter, TX, 2003-2000	Çişer Eşeka, TX 1 Camelor Clair Lake, TX Çişeşinyi Haribarad, CA				77 5-005-024 77 5-730-731		TX 3-007-738 TX 5-00-218		TX 5-449-444		TX 9-200-001
(200406 (200406	Circum Char Late, Necess Bey, League City, Websier, TX,3003-200 Cayeling Newtoward Arms, CH March 2004 Telephone Greekey Carelined South Congret Area, QN Quinter SIGIS Telephone Devotory	Chrotical & Central, City Chrotical & Central, City Chrotical Springers, City				TX 6-764-700		TX 5-537-31)		T 8.242.181		TX 5-000-201 TX 5-120-160 TX 5-246-048
(50054) (80554)	Clausiand Southwest Arm, OH June 2004 Telephone Clausian) Consisted West Park Arms, OH Juneary 2005 Telephone Clausiany	Chemistral West Park, Of						ななる		TX 8-437-829		10 5045-048 10 5215-160
040835 040835 018783	Columbia - Laurercainusy Lauthburg Publish, 7st Afric While November Columbia County, NY Oppositor 2005 Triaghana Directory Grader Challettechno Valley, Columbia Artil. OA ANY 2004 Telephy	Columbia, MY				7X 6-414-116		12 644 740		12 4 5 W 743		TX 5-946-970
100562	Colum. CA July 2004 Telephone Executory Consumitiest Poler Valley, CT April 2004 Yelephone Directory	Galani, GA Corp. Rheit Valley, GT				TX 6-400-007		78.9-787-78F		7X 6-324-000 7X 6-322-204		TX 5-174-003
0084 16 100867	Committee Sheet, CT March 2004 Talaphana Directory	Commission Share, CT				TX 5-733-727		TX 5-900-019 TX 5-922-978		TX 5-144-079		TX 5-117-200 TX 6-216-001
0820	Opport Comberland, Cookerville, TH February 2004 Telephone Directors	Controllin, TN				1X.5-600-005_		TX(5-805-80)4		TX 9-100-079 TX 9-335-672 TX 9-335-698		基礎型
101410	Contrigion County, At. July 20th Telephone Directory County Columbia Counties, WA September 2009 Regional Telephone	Govington Co., All. Discoulity-Enterphin Co.,	WA			73.0,000-007		TX 5-079-004 TX 5-029-001		TX 9-331-004		TX(\$150-363_
04002	Crosse-on-Hudgen, MY Consenter 2004 Triagrams Charles	Control MY			-			7X 5-108-470		125-00-00 TAC-97-02 TX 524-02		TX 0-206-223 YX 3446-462
056780 056780	Becomissistic, Onlyton Bast, OH Jave 2004 Telephone Christiany	Dayton IE, CIR Dayton IE, CIP	<u> </u>			17.0-761-063 17.0-468-201		7X 6408403 TX 5-473-460			TX 5-200-001	1X5417-XM Y2 (X100-XM)
098783		Dayton &, CH Dayton 204, CH		· ·			-	TX 5-429-372 TX 5-439-374		TX 5-497-600		及る報源
100000 970249	Delaware County, IN September 2004 Telephone Directory Creater Service, TX 2009-2004 Telephone Christiany	Colorum Gounty, IN Convert, 7X				TX 5-400-303		TX 5-622-679		TX 5-438-754		
04925A 102018	Olympia Asset Visio, TN January 2004 Talaphone Orectory Olion, CA August 2004-2004 Talaphone Orectory	Districtor, Armywiche, TM Districtor, CA				TX 9-915-500 TX 9-915-500 TX 9-915-700		22 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		TX 5505-011		TX \$50,000.751
000077	October Ferry, NY Mitrolt 2004 Yelephorus Directory Countries Area Principles, GA September 2004 Telephorus Utractory	College Ferry, NY Dolugida, GA				TX 5-810-404		124 0-000-181		12.5 mm 72.		73 9-11-025 TX 5-174-018
351972 350071	Outlin-Laurens Aren Phares Breit, GA March 2004 Telephone OP9409 Carringes Course NV March 2004 Telephone Directory	y Diame, (IA) Distriction, NY				TX 9-733-900		TX 8-600-838		7X 5-701-74		TX 8-128-738
100727 010108	Duckhani Hila, Kant Harteri, Miratrasia, CT Describer 2004 Telepi Sashbassar, MY April 2004 Yelaphana Churkey	Contractor, Per				77 5-100-141		TX 5-708-471		WE WANT		
M07802 101673	Edward, OK Occasion 2003 Telephore Directory Streeture Screen, GA June 2004 Telephore Directory	Edward, OK Edward Serven, GA				13,0-104-710		TX 5-468-454 TX 5-408-637		TX 5-671-074 TX 8-007-102		12 6483-787 12 6486-610
(201577 102618	Es Désade Aces. GA December 2003-2004 Telephare Directory Eliz Garvellegura, CA January 2004 Telephare Directory	District, GA Extrem CA				TX 6-977-849		TX 5-000-034		TX SEPTEM	·	13.00000010
1465166 (259724	Greater Effe Courts, TX October 2004 Yelephores Directory Greater Entil, DK August 2014 Yelephores Directory	Commer 1994 Co., TX						TX 5-613-789 TX 5-667-784		TX 5-354-537	ļ	
103205	Per Claim - Cold Form, CA 2002/0003 Telephone Directory	Fair Ovins, CA				12/3-732-909		7X 5-448-228 7X 5-448-228 7X 5-437-003		TX 5-971-160 TX 5-376-540		13,6217-6/8 1X 5-151-485
101446 100566	Far Faid CA Revenues 2000 Talentona Paradary	Faller, OH Faller, CA		<u> </u>		ŧ		1250100		TX 5-200-701		TX 5-151-465 TX 6-126-660
100183 012254	Farmandine Blanch-Arasin Intent. PL June 2004 Polesboro Directory	Palleroid, GA Fernandine Basele, FL Palment Later Ave. CA	<u> </u>	ļ		TX 5-233-230 YX 8-814-341 TX 8-814-440	<u> </u>	TO SERVICE		73.6-247-676	<u> </u>	TX 5-174-494
916032	Fermith Monroe County, GA August (2004 Telephone Structory	Poisson Later Arms, GA Firelyth, GA	Ė.			12 2014-043		13 5-700-414	-	TX 5-349-220		TX 0-174-070
9706 00 012837	For Worth Proper, TX December 2003 Telephone Directory Source Book 2003-0003 Gelevin No. 9, December 2003 Telephone D	Fort Worth, TX.	-				ļ .	TX 5-703-637		TX 5-471-529 VX 6-471-529 TX 5-375-674		TX 5-331-903 7X 6-396-77/ 7X 5-113-630
071070 001712	Convin County, CDC March 2004 Tableballs (Difectory	Carrenges, TX Gardin, OK	<u> </u>	 		ТХ 6-779-674		TX 5-619-047		13.2:37:59		3/3/10/00
100004	Oningray Arms, KCV October 2004 Telephone Directory	Gatterny Area, KY	<u> </u>	 		 		TX 3-528-300 TX 5-80-780 TX 3-700-300		1X 5-430-695 1X 5-460-696	<u> </u>	TX 5 241-725
007180 077315	City Marchair Physionial, WA Morals 2004 Telephone Objectory	George, OK Olig Harlan, WA	<u> </u>			13.5-729-722 13.5-729-722						
102145 000780	Granica Ginetorium, CT April 2234 Telephone Directory (Receiph and the Manthia Communication Cas Secretary 2005 Telephon	Chambiary, CT o Giordelo - Barbaria, GA		<u> </u>	-		ļ	TX 5-029-485				
050001	Chardely-Burbank Year Conveniety Phone Bank, CA September 2004 Gene Fels, NY April 2004 Telephone Ciractory	Giore Fells, NY		<u> </u>		1X 5-505-522	-	7X 5-013-000 TX 5-000-002		7X 5-74-98 7X 6-76-763		TX 6/793-496 TX 5-248-689
675700 100588	Countries, Class Print 16th E-26th, TX 2004 Tringlisms Chryslery	Contact, TX Contact, TX						TX 5 640-006		TX S-401-012		TX 2-201-246
070784 000703	Oppus Valley-Navaria City-Colley, GA December 2004 Telephone Dita	Orand Prorie, TX of Grace Valley, CA	<u> </u>	<u> </u>			<u> </u>	TX 5-077-084 TX 5-708-628		TX 6-400-003		TX 6-241-730
945315 960487	Grant Basin, NV 2003/2003 Telephone Streetary Greene County, NY Cocomber 2004 Telephone Streetary	Greet Seein, NV Greets, NY		<u> </u>		<u> </u>	<u> </u>	TX \$400-302		TX,5-671-100		TX 9248-800
000000 000000	Bloom, Cristian, Like Oak, Co. Servember 2004 Telephone Concessy	Greenwich, CT Orlday, GA				<u> </u>		7005-637-305		TX 5-448-080 TX 5-475-078 TX 5-475-006		13.5043-24 13.5-174-007
014434	Califfor Equiding County, GA December 2003 Telephone Directory Carronal, Including All of Hamilton County, 94 December 2004 Telephon	Orifo. CA wKimilton Ca., M		<u> </u>			-	A		TX 5-479-141		TX 5-241-737 TX 6-345-024 TX 5-215-004
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100007	Later Provid, AZ August 2004 Telephores Directory Lambing & Tel-County Asia, MI December 2004 Telephone Directory	Late Powel, AZ Lateing, M						7. 1. 10.		TX 9-47%-167		73.5-214-60
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080335 009142	Milland Sty-Det City, OK May 2004 Telephone Concluy Waters CT And 2004 Telephone Charactery	Million City, CK Albert, CT				TX 5-735-043		TX 6-000-001 TX 6-000-001 TX 6-000-001		TX 5-384-512		交換機
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000705	Country Mantagge Arms, CM, Juny 1934 Telephone (Steelary Mg. Julie), Johnson, Chemison, Harridge Handrelle East, TM Countries Rhongase Area Surana Fistermon County, TM North 2004 Annifolio	Trimplysiin NE_TN				17.5-729-726		TX 6-622-496		TX 5-403-077 TX 5-471-529		DC5-174-063
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651400 000-078	New Portraits. NY December 2004 Telephone Directory Higgsins, Sunta Court County, AZ 2003/2004 Private Directory	Now Recipile, MY Hugain, AZ				TX 9-7-9-97		TX 5-619-783		TX 0-207-076		18,5-104-021
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920707 920704	Chie Venry, NY Separates 2006 Velephone Estatory Oldharo County, NY December 2006 Velephone Directory	Othe Valey, XY District, XY						TX 5-024-015 TX 5-024-015 TX 6-024-035		TX 5-390-951 TX 5-397-970		13:0-140-022 TX:0-140-021
077575 051814 050842	Olympia, WA New 2004 Registral Telephone Directory Oracle County and Visitely, NY Secondar 2004 Telephone Directory St. Landry Evergeline Registral, Operanes, LA November 2004 Teleph	Olympia, WA Outble NY - Olympians LA			-	TX 5-737-493		TX 9-708-548 TX 5-708-548		TK 5-475-785 TX 6-46-586		TX 5-243-751 TX 5-243-751
100004	Orange County Counted, CA 2000 Telephone Disposery Counter County Inland, CA 2000 Telephone Disposery	Orango Co., Casayol, C. Drango Co., Marci CA.				78.6-729-725						
103733	Crange County, IN Merch 2004 Temphery Directory County, County, County, County, CA 2004 Telephone Directory	Orango CA, PI Orango CA, Boart, GA				1200000		TX 5-005-016		7X 9-73H-010		TX 0-117-XM
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103001	Weatherford, Parisor County, YX Jerusey 2004 Telephone Directory Passature Areith Passature, New Markey, CA Sectionism SED4 Telephone	Perjair Co., TX Principles, CA Information, TV				TX 5-885-521		TX 5-478-347		_TX 0-471-473_		TA PERSONAL PROPERTY AND INC.
072344 072344 072360	Create President Care Park, La Parks, TX February 2002 Telephone	Pandoni, TX Promissa Mri, TX Pandoni, TX				72.5733.484		TX 5-478-347		TX 6-467-794		TX 6-915-608
051712	Probabil, NY December 2003 Telephone Directory The Politary, NY Committee 2004 Telephone Directory	Positoirii, PCV Politorio, RT						TX.6=516-794		TX 5-471-524 TX 5-396-782		TX 5-241-745 TX 6-169-430
100400	Patakara Aria, GA May 2004 Talaphara Directory Plas Cauchs, PA, Auto 2004 Telephone Circelory	Patakeras, GA POte Co., PA			-	TX 5-736-007 TX 5-754-788		TX 5-513-516 TX 5-567-759		TX 3-20F-262 TX 5-308-700		T3C 5-14/3-177
155077		Pitor Gounty, AL Filonor Valley, AA Plant Ohn, EL				14.479-73		TX 5-700-400 TX 5-500-400		W-12		TX 5-169-63(TX 5-129-306
OSTANC	Yne Phoes Book for Plant City, FL April 2001 Telephore Directory Plansantella, MY November 2004 Telephore Directory Path County, FL December 2004 Telephore Creatory	Plant City, FL Plantactelle, FT Palk Co., FL				TX.6-744-878		13.5-523-962 13.5-705-630		7X 5-337-0789 7X 5-349-287 7X 5-473-788		TX 5-149-539 TX 5-249-206
067272 951825	Poece City Area, CK, James vy 2005 Telephore Directory Port Chapter - Pays Brook, HY James y 2004 Telephore Directory	Paren Oly, CX Paren Oly, CX Part Claute, XY				TX 0-420-254		7X 9-629-380		7)(5-485-(05 1), 5-491-236		TX 9:241-742
100044	Portuge County, Ott December 2004 Telephone Diseasory Portland Regional MultinometriConference Counties, OR 2009 Telephon	Pertings Co., DH sePertings, OR						7X 6-999-019 7X 6-999-015		7X 5-480-440		tz kané égo
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029445	Stiffer County and Southeast Jefferson County, KY April 2006 Telephon Yestom, this county is Serving See, Michael, & Septem County Dec	s S.E. Johnson/Bull, KY orlaginose, All				TX 5-745-692	1	TX 6-694-596 TX 3-744-324		TX 6-8/1-104		TX 5-216-804 TX 5-125-176 TX 5-941-73/
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	Committee Co				TX 2-100-502	 	TX 6-476-345 TX 6-700-404		TX 5-071-000	<u> </u>	
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CHICART Terrytown, bylyclion, Managy Helling, MY March 2004 Telephone Direct	sa Theylann, NY				73.5-739-735 73.5-669-532		TA 5 500 410		7X 5-391-408		
SECTION Macrobia, Temperatus, purel Complexy, CA Published 2004 Telephone Co- coronis Greener Tempio Ballon, TX 2009-2004 Telephone Circulary	racTerracolo, GA Terrado, TX		 	 	TA 5-754-725	1	松姜松				
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TOTAL Consider Arm, CA September 2002 Telephone Districts 101942 Trick, Martine Rights, CA 2003 September County, April 2004 Telephone	Tifton, GA		 	 	TX.5-408-157_	! 	1282240		73 6-384-984 13 6-384-984		r
			1		78.5744.601		17.5-00-365 17.5-00-365		TX 6-384-999 TX 8-449-083		TX \$124500 TX \$216-535
100731 Dailry, Michael, Streets, Trumbull, Tel-Tesse, Cif August 2004 Telepho	CONTRACTOR AT	-	+		TX 5-814-040 TX 6-701-071	 	TX 5-600-540				
 Turning Regional, AZ 2000-2004 Telephone Directory Tularinova Manchester-Spelleyelle-Petrorental Ana. Wife Directory. 	TATABANANA, 736			1	1		7X 5 7X 5 477		7.5000000000000000000000000000000000000		TX 5-168-645
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673460 Value-Mauricanida, TX February 2004 Telephone Clericity	Vider, TX				7X 5 020 512		7X 3+83-680 7X 8-680-384	 	TX 5-234-481	 	7X 5-128-966
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Transa Mari Francisco, CT Santanber 2004 Velicitare Credity	What False Arts, GT West Segresarie, CA	-	+			 	77,5 429-403	!	13.5-87371 13.5-87371		-AD-184-004
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(CADA) Wanters Karmaday Aradi Van Directory, KT September 2002 Teleph	CONTRACTOR PARTICIPAL NY		-		TX 5-737-603	 	TX 5 544-210		TX 5-375-577	L	TX 5-17-1000
SECRET Publish, Westport, CT May 2004 Transferrer Chestury 082703 White Pales, NY Aspect 2004 Telephone Directory	Wartport/Feirfleld, GT Valide Plains, MY	\vdash	1	-	TA 2-514-639		TX 5-669-133	L	18,9-397-967		TX 117.20 TX 617.24
DONES County Widolin Falls, T.E. 2005-2004 Yelsehoos Directory	Wichitz Falls, TX			Ţ			17.64m-202	13.5-671-107	TAIS-480-466	 	TERNICATION
009240 Williamson County, Coder Parts, Georgetown, Horiz Austin, Philipson	Ale, Williamson Cu., TX Window, GT	\vdash	 	1		}	TX 3400-610	17.0	7 72 74 74 8 848		
10725 Trip Windows, CT December 2004 Telephone Develop 1074 To Windows, Area, Al. January 2006 Telephone Sections	Wiregithin Areis, Al.				Tx 3-416-400		TX B-709-630		73.47.10		TX 6-216-630

See attached Supplemental Copyright Schedule

Supplemental Copyright Schedule

Title	Reg. No.	Reg. Date.	Record Owner	Status
South King County, WA, regional directory,	TX4953808	6/25/99	Pacific Coast Publishing	Registered
white and yellow, use thru November 1999.			· -	
Tucson, AZ, regional telephone directory, use	TX4953804	6/25/99	Pacific Coast Publishing	Registered
thru March 2000.	ŀ		_	
Spokane, WA, regional telephone directory,	TX4953802	6/25/99	Pacific Coast Publishing	Registered
use thru December 1999.			_	
Pierce County, WA, regional white and	TX4953735	6/25/99	Pacific Coast Publishing	Registered
yellow telephone directory, use thru April			_	
2000.				
Clark County, WA, regional white and yellow	TX4953734	6/25/99	Pacific Coast Publishing	Registered
telephone directory, use thru March 2000.			_	-
Lewis County, WA, regional white and	TX4953733	6/25/99	Pacific Coast Publishing	Registered
yellow telephone directory, use thru April				"
2000.				
Gig Harbor, WA, regional telephone	TX4953724	6/25/99	Pacific Coast Publishing	Registered
directory, use thru February 2000.			, and a	
Salt Lake City, UT, regional telephone	TX4953810	6/25/99	Pacific Coast Publishing	Registered
directory, white and yellow, use thru February	***************************************	:		
2000.				1
South Central Utah, regional telephone	TX4953809	6/25/99	Pacific Coast Publishing	Registered
directory, white and yellow, use thru	7371733007		Turing Country I was a second	
November 1999.				ļ.
Portland, OR, regional telephone directory,	TX4953807	6/25/99	Pacific Coast Publishing	Registered
white and yellow, use thru April 2000.	1111333007	0.25/35	1 11111 50111-1 111111111111111111111111	
Olympia, WA, regional telephone directory,	TX4953806	6/25/99	Pacific Coast Publishing	Registered
white and yellow, use thru April 2000.	******			1
South Central Utah, regional telephone	TX4809197	11/24/98	Pacific Coast Publishing	Registered
directory, use thru May 1999.	1111000	12/2///	1 1111111111111111111111111111111111111	
Northern Utah regional directory, use thru	TX4809196	11/24/98	Pacific Coast Publishing	Registered
September 1999.	1111005150			
Salem, OR, regional telephone directory, use	TX4809195	11/24/98	Pacific Coast Publishing	Registered
thru October 1999.				
Kitsap Peninsula, WA regional telephone	TX4809194	11/24/98	Pacific Coast Publishing	Registered
directory, use thru October 1999.				
Cowlitz, WA, Columbia Counties, regional	TX4797070	11/24/98	Pacific Coast Publishing	Registered
telephone directory, use thru September 1999.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Linn, OR, Benton Counties, regional	TX4797069	11/24/98	Pacific Coast Publishing	Registered
telephone directory, use thru June 1999				"
Greater Washington County, OR, regional	TX4797068	11/24/98	Pacific Coast Publishing	Registered
telephone directory, use thru June 1999.			" "	
Tucson, AZ, regional telephone directory	TX4767762	9/2/98	Pacific Coast Publishing	Registered
white and yellow, use thru February, 1999.			1	
Lewis County, WA, regional telephone	TX4760103	9/2/98	Pacific Coast Publishing	Registered
directory, use thru April 1999.				-3
Pierce County, WA, regional telephone	TX4760102	9/2/98	Pacific Coast Publishing	Registered
directory, use thru March 1999.	1111700102	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	A WASSEL OF STREET OF STREET	
Clark County, WA, regional telephone	TX4760094	9/2/98	Pacific Coast Publishing	Registered
directory, use thru March 1999.	1217,000,74	7,20	,	}
Olympia, WA, regional telephone directory,	TX4760093	9/2/98	Pacific Coast Publishing	Registered
use thru April 1999.	1111111111111111111111111111111111111			
Salt Lake City, UT, regional telephone	TX4670384	3/6/98	Pacific Coast Publishing	Registered
directory, use through January 1999.	1111370001	5,5,5		
Spokane, WA regional telephone directory,	TX4655425	3/6/98	Pacific Coast Publishing	Registered
Spokane, WA regional telephone directory,	1.X4655425	3/6/98	racific Coast Fublishing	Registered

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Title	Reg. No.	Reg Date	Record Owner	Status
use through November 1998.	Signature Sale de Sale de Sale de la Companione de la companione de la companione de la companione de la compa			1.17
Kitsap Peninsula, WA regional telephone	TX4655424	3/6/98	Pacific Coast Publishing	Registered
directory, use through October 1998	17075727	3/0/70	I have constituting	
Cowlitz, WA, Columbia Counties regional	TX4655423	3/6/98	Pacific Coast Publishing	Registered
Cowinz, wA, Columbia Counties regional	174033423	3/0/26	I acmo coase i donaming	Rogistorou
telephone directory, use through September				
1998.	mar4.640003	2/5/08	D-46- Case Dublishing	Registered
Salem, OR, regional telephone directory,	TX4649803	3/6/98	Pacific Coast Publishing	Registered
October 1998.			- 47	
South King County, WA, regional telephone	TX4649802	3/6/98	Pacific Coast Publishing	Registered
directory, November 1998.		<u> </u>		
Northern Utah regional directory, August	TX4649801	3/6/98	Pacific Coast Publishing	Registered
1998.]			
Gig Harbor, WA regional telephone directory,	TX4670386	3/6/98	Pacific Coast Publishing	Registered
use through February 1999.		<u></u>		
Southeast Arizona regional telephone	TX4633533	9/5/97	Pacific Coast Publishing	Registered
directory, use thru July 1998.				
Tucson, AZ, regional telephone directory.	TX4554511	4/30/97	Pacific Coast Publishing	Registered
South King County, WA, regional telephone	TX4554510	4/30/97	Pacific Coast Publishing	Registered
directory.			1	Ť
Olympia, WA, regional telephone directory,	TX4554509	4/30/97	Pacific Coast Publishing	Registered
use through April 1998.		}		
South Central Utah, regional telephone	TX4532615	7/30/97	Pacific Coast Publishing	Registered
directory, use thru May 1998.	1114552015	,,,,,,,	THE PERSON NAMED IN THE PERSON NAMED IN COLUMN	
Linn/Benton Counties, OR, regional	TX4532614	7/30/97	Pacific Coast Publishing	Registered
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telephone directory, use thru June 1998.	7374400222	4/30/97	Pacific Coast Publishing	Registered
Salt Lake City, UT, regional telephone	TX4489332	4/30/97	Pacific Coast Fuoristing	veRisteren
directory.	//////////////////////////////////////	4/20/02	Davies Control Dalutation	Ta a salassa and
Pierce County, WA, regional telephone	TX4489331	4/30/97	Pacific Coast Publishing	Registered
directory.	mar4+00000	1/20/00	W 10 0 AD 11 11	Distance d
Clark County, WA, regional telephone	TX4489330	4/30/97	Pacific Coast Publishing	Registered
directory, use thru March 1998.	•			
Lewis County, WA, regional telephone	TX4489329	4/30/97	Pacific Coast Publishing	Registered
directory, use thru April 1998.				
Kitsap Peninsula, WA, regional telephone	TX4025298	1/15/97	Pacific Coast Publishing	Registered
directory, 1996-97.		1		
Salem, OR, regional telephone directory,	TX4422066	11/14/97	Pacific Coast Publishing	Registered
1996-97 edition.			<u></u>	
Cowlitz, WA, Columbia, OR, counties	TX4406712	9/30/96	Pacific Coast Publishing	Registered
regional telephone directory, 1996-97 edition.		1		
Northern Utah regional telephone directory,	TX4406711	9/30/96	Pacific Coast Publishing	Registered
1996-97 edition.			8	
Tacoma [et al.]. regional telephone	TX2267530	1/25/88	Pacific Coast Publishing	Registered
directory, 1988.	1,7220730	1,23,00	A TOMAS COURT I HOUSEHILE	
Kitsap Peninsula, Wash, regional telephone	TX2267529	1/25/88	Pacific Coast Publishing	Registered
	172201329	1,43,66	I active codet I womening	1 TOPISION
directory, 1988.	TV0147200	8/13/87	Pacific Coast Publishing	Registered
Engene, Or., regional telephone directory,	TX2147329	0/13/0/	racine Coast rubhshing	
thru August 1987.	TWISOGACC	2/2/07	Daniffa C Datableti	Dografana d
Olympia, Wash [et al.], white & yellow	TX1785133	3/3/86	Pacific Coast Publishing	Registered
pages, February 1987.				
Tacoma regional telephone directory, thru	TX1774858	3/3/86	Pacific Coast Publishing,	Registered
November 1986.	}		Inc.; [Nele Pacific Coast	!
	ļ <u> </u>		Publishing, Inc]	<u> </u>
The Right words, the right design, the right	TX1030323	8/17/82	Anderson, Charles	Registered
publication.	1		Robert, 1944- d.b.a.	
<u> </u>			Pacific Coast Publishing	

Ditle	Reg. No.	Reg. Date	Record Owner	Status
West Farm, CT, area telephone directory, use	TX5822341	10/28/03	TransWestern Publishing	Registered
through September 2004.			Company, LLC	
Southeastern shore, CT, telephone directory,	TX5830075	10/28/03	TransWestern Publishing	Registered
use through September 2004.			Company, LLC	_
Kissimmee, FL, St. Cloud telephone	TX5830074	10/28/03	TransWestern Publishing	Registered
directory, use through September 2004.			Company, LLC	!
Stamford, CT, telephone directory, use	TX5830073	10/28/03	TransWestern Publishing	Registered
through September 2004.			Company, LLC	
Ohio Valley, KY, telephone directory, use	TX5830072	10/28/03	TransWestern Publishing	Registered
through September 2004.			Company, LLC	
Central Connecticut telephone directory, use	TX5830071	10/28/03	TransWestern Publishing	Registered
through September 2004.			Company, LLC	
Greenwich, CT, telephone directory, use	TX5830070	10/28/03	TransWestern Publishing	Registered
through September 2004.			Company, LLC	
Iberia, LA, regional telephone directory, use	TX5754749	7/23/03	TransWestern Publishing	Registered
through June 2004.			Company, LLC	
Greater Muskogee, OK, area telephone	TX5754748	7/23/03	TransWestern Publishing	Registered
directory, use through June 2004.			Company, LLC	
Hollister, CA, San Juan, Bautista telephone	TX5754747	7/23/03	TransWestern Publishing	Registered
directory, use through June 2004.			Company, LLC	
Greater Hillsdale, MI, Branch County	TX5754746	7/23/03	TransWestern Publishing	Registered
telephone directory, 2003/2004.			Company, LLC	
North Country, NY, telephone directory,	TX5754745	7/23/03	TransWestern Publishing	Registered
2003-2004.			Company, LLC	
Orange County, NY, telephone directory, use	TX5754744	7/23/03	TransWestern Publishing	Registered
through June 2004.			Company, LLC	
Olympia, Wash., and surrounding area	TX2737522	2/5/90	Transwestern Publishing	Registered
marketing reference guide, 1989-90.			Company	
Sherida, Wyo., Gillette, and surrounding area	TX2737521	2/5/90	Transwestern Publishing	Registered
marketing reference guide, 1989-90.		- (- !- 4	Company	
Casper, Wyo. and surrounding area marketing	TX2737520	2/5/90	Transwestern Publishing	Registered
reference guide, 1989-90.		L	Сотрапу	

SCHEDULE 4.7(B) TO PLEDGE AND SECURITY AGREEMENT

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SCHEDULE 4.7-2

SCHEDULE 4.7(C) TO PLEDGE AND SECURITY AGREEMENT

Patents

None

SCHEDULE 4.7-3

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

<u>Trademarks</u>

See attached

SCHEDULE 4.7-5

TRANSWESTERN Trademark Status Chart February 19, 2004

			1,950,842		1,685,310		2,521,580		2,369,545	
	SUSPENDED - Suspension letter sent 08/08/02	Security Agreement with to Canadian Imperial Bank of Commerce (by R. Rahbar on 10/31/02)	Renewal due on 01/23/06	Security interest to Canadian Imperial Bank of Commerce (by Alison Winick on 11/30/01).	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)	Section 8 & 15 due on 12/25/07; Renewal due on 12/25/11	Security Agreement to Canadian Imperial Bank of Commerce (by A. Wintck on 11/30/01)	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).
THE PARTY.	02/28/02 S	2001	12/14/94 F	<u> </u>	06/24/91 B	<u> </u>	04/29/99		86/06/01	
TO THE PERSON NAMED IN COLUMN 1	WORLDPAGES		PROJECT RECYCLE! & Design		TRANSWESTERN (stylized)		WORLDPAGES		COASTAL PAGES (SUPPLEMENTAL REG)	
	Worldpages, inc.		TransWestern	Publishing Company LLC	Trans Western Publishing Company LLC		Worldpages, Inc.		Trans Western Publishing Company	

Total Line	The Arademante	Time Date	THE DATE OF THE SERVICE AND THE PROPERTY OF TH	
TransWestern	DESERT PAGES	05/23/96	Section 8& 15 filed on 10/03/03; Section 8 & 15 Accepted by PTO	2,104,246
Publishing Company			on 11/14/03; Renewal due on	
FILC			10/67/07	•
•			Security interest to Canadian	
			Imperial Bank of Commerce (by Alison Whitek on 11/30/01).	
Web YP, Inc.	WORLDPAGES (Canada)	10/22/99		TMA564196
			Per Joan Fiorito - Transwestern has no plans to use the mark in Canada and does not authorize us	
			to file the recommended assignment.	
Web YP, Inc.	WORLDPAGES (CTM)	12/10/99	Renewal due on 03/27/11	1421544
			Per Joan Florito - Transwestern has no plans to use the mark in the CTM and does not authorize us to	u-
			file the recommended assignment.	
TransWestom	COASTAL PAGES (California)		Renewal due on 05/26/2010	106366
LLC				

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

SCHEDULE 4.7(H) TO PLEDGE AND SECURITY AGREEMENT

None

SCHEDULE 4.7-8

SCHEDULE 4.8 TO PLEDGE AND SECURITY AGREEMENT

None

RECORDED: 04/08/2004