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102570848

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

1. Name of conveying party(ies):

R.H. Donnelley Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (DE), Other

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

3. Nature of conveyance:

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

Execution Date: March 14, 2003

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

Name: Deutsche Bank Trust Company America, as Administrative Agent

Internal Address:

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

City: New York State: NY ZIP: 10019

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,522,851 ; 1,510,897 ; 2,243,642 ; 2,580,481 ; 2,600,050 ; 2,587,271 ; 2,342,962 ; 575,391 ; 2,299,646 ; 2,074,866 ; 1,894,290

Additional number(s) attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$290.00

- Enclosed, Authorized to be charged to deposit account credit card

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Rahbar, Esq. Name of Person Signing

Signature

4/16/03 Date

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

01/21/2003 LMUELLER 00000049 1522851

01 FC:8521 40.00 BP 02 FC:8522 250.00 BP

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

TRADEMARK REEL: 002840 FRAME: 0006

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 14, 2003 is made by R.H. DONNELLEY INC., a Delaware corporation (the "Borrower"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent (the "Administrative Agent") for the several banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Credit Agreement, dated as of December 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among R.H. Donnelley Corporation, a Delaware corporation ("Holdings"), R.H. DONNELLEY INC., a wholly owned subsidiary of Holdings, R.H. Donnelley Finance Corporation II (the "Special Purpose Borrower"), a Delaware corporation and special purpose subsidiary formed by the Borrower, the Lenders, Deutsche Bank Securities Inc., Salomon Smith Barney Inc. and Bear, Stearns & Co. Inc., as Lead Arrangers, Bear Stearns Corporate Lending Inc. and Citicorp North America, Inc., as Syndication Agents, BNP Paribas and Fleet National Bank, as Documentation Agents and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

R.H. DONNELLEY INC.

By: Robert J. Bush

Name: Robert J. Bush

Title: Vice President and General Counsel

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Administrative Agent

By: _____

Name:

Title:

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

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

R.H. DONNELLEY INC.

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Administrative Agent

By: Susan LeFevre
Name:
Title: **Susan LeFevre
Director**

STATE OF New York)
) ss
COUNTY OF Westchester)

On the 14th day of March, 2003, before me personally came Robert J. Bush, who is personally known to me to be the Vice Pres. + Gen'l. Counsel of R.H. DONNELLEY INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice Pres. + Gen'l. Counsel in such corporation; the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the corporation Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen T. Casola

Notary Public

KAREN T. CASOLA
Notary Public, State of New York
No. 4913385
Qualified in Westchester County
Commission Expires November 23, 20

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademarks Registrations and Applications****For Trademarks:**

Trademark	Registered Owner	Registration No.	Issue Date	Expiration Date
Donnelley Direct	R.H. Donnelley Inc.	1,522,851	01/31/89	01/31/09
Donnelley Directory	R.H. Donnelley Inc.	1,510,897	11/01/88	11/01/08
The Donnelley Directory Yellow Pages and Design	R.H. Donnelley Inc.	2,243,642	05/04/99	05/04/09
Donnelley Internet Services	R.H. Donnelley Inc.	2,580,481	06/11/02	06/11/12
Get Digital Smart	R.H. Donnelley Inc.	2,600,050	07/30/02	07/30/12
Get Digital Smart and Design	R.H. Donnelley Inc.	2,587,271	07/02/02	07/02/12
Putting Customers First...So You Can Too	R.H. Donnelley Inc.	2,342,962	04/18/00	04/18/10
The Red Book	R.H. Donnelley Inc.	575,391	06/09/53 Renewed 06/09/93	06/09/03
RHDonnelley Sphere and Design	R.H. Donnelley Inc.	2,299,646	12/14/99	12/14/09
TeleYellow	R.H. Donnelley Inc.	2,074,866	07/01/97	07/01/07
YPTV	R.H. Donnelley Inc.	1,894,290	05/16/95	05/16/05

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-2254

RRahbar@stblaw.com

VIA FEDERAL EXPRESS

April 17, 2003

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of Deutsche Bank Trust Company Americas, as Administrative Agent, covering 11 U.S. trademark applications.

Also completed and enclosed is form PTO-2038, authorizing credit card payment in the amount of \$290 to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Robyn Rahbar

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

LOS ANGELES

PALO ALTO

TRADEMARK
REEL: 002840 FRAME: 0013

SIMPSON THACHER & BARTLETT LLP

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE (212) 455-2502

DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-2799

LBLEvy@stblaw.com

VIA FEDERAL EXPRESS

October 7, 2003

Re: Notice of Non-Recordation of Document No. 102423977A

Joann Stewart, Examiner
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202

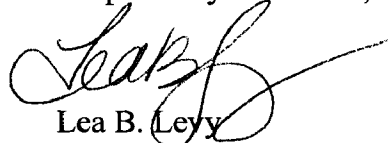
Dear Ms Stewart:

Enclosed for recording please find a Security Agreement in favor of Deutsche Bank Trust Company America, as Administrative Agent, covering 11 U.S. trademark registrations.

Per your September 11, 2003 Notice of Non-Recordation, a copy of which is attached, the execution date has been indicated on the Recordation Form Cover Sheet.

I hope the appropriate filing may now be executed. Please call me at (212) 455-2799 if you have additional questions. Thank you for your consideration.

Respectfully submitted,



Lea B. Levy
Senior Legal Assistant

Enclosure

LONDON

HONG KONG

TOKYO

LOS ANGELES

PALO ALTO

RECORDED: 04/18/2003

TRADEMARK
REEL: 002840 FRAME: 0014