

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U. S. Department of Commerce
 (rev 3/1) **TRADEMARKS ONLY** Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Canadian Imperial Bank of Commerce, New York Agency</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Worldpages, Inc. 8344 Clairemont Mesa Boulevard San Diego, CA 92111 United States</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: **Release of Security Interest**

Execution Date: **April 15, 2004**

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

<p>A. Trademark Application No(s). 75695913</p>	<p>B. Trademark Registration No(s).</p>
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Additional numbers attached? Yes No

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

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

6. Total number of applications/registrations involved: **1**

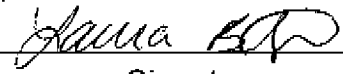
7. Total fee (37 CFR 3.41) **\$40**

All fees and any deficiencies are authorized to be charged to Deposit Account **(Our Ref. 217730/944)**

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

DO NOT USE THIS SPACE

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

<p><u>Laura Bailyn</u> Name</p>	<p><u></u> Signature</p>	<p><u>May 12, 2004</u> Date</p>
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Total number of pages including cover sheet, attachments, and document: 5

CH \$40.00 192386 75695913

TRADEMARK RELEASE

THIS TRADEMARK RELEASE is given as of this 15th day of April, 2004 by Canadian Imperial Bank of Commerce, New York Agency ("Assignor"), to WorldPages.com, Inc., a Delaware corporation ("Assignee"), as follows:

WHEREAS, Assignor and Assignee entered into a Grant of Security Interest in Trademark Rights, dated as of June 28, 2001 (the "Security Agreement"), which was recorded in the United States Patent and Trademark Office on November 30, 2001 at Reel 2400, Frame 562, pursuant to which Assignee pledged and granted to Assignor a continuing security interest in, and right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Security Agreement), and only upon an Event of Default, assigns, transfers and conveys, the Trademarks (as defined in the Security Agreement) including, without limitation, those items listed on Schedule A thereto, and identified in Exhibit A to this Release, to the Assignor for the benefit of the Assignor and Lenders (as defined in the Security Agreement) to secure payment, performance and observance of the Obligations;

WHEREAS, Assignee has fully paid all its Obligations, as that term is defined in the Security Agreement, under the Security Agreement and Assignor desires to release its security interests in and liens upon the Intellectual Property (as defined in the Security Agreement) pledged pursuant to said Security Agreement, including, but not limited to, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in and lien upon the Trademarks and reassigns any and all interest it may have in such Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor has caused this TRADEMARK
RELEASE to be duly executed by its officer thereunto duly authorized as of this 15 day
of ~~March~~, 2004.

April

By: 
Name: **Jonathan Rabinowitz**
Title: **Executive Director**
CIBC World Markets Corp. As Agent

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 15 day of ~~March~~ *April*, 2004, before me personally appeared
Jonathan Rabinowitz known to me to be the individual who executed the foregoing
instrument and acknowledged to me that he/she executed the same as the duly authorized
officer of CIBC World Markets Corp.


Notary Public

My commission expires: _____

SABINE MITTON
Notary Public, State of New York
No. 01MI5034021
Qualified in Kings County
Commission Expires October 3, 2006

IT A TO RELEASE

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark

Registration or Serial Number

WORLD PAGES

75-695913

RECORDED: 11/30/2001

RECORDED: 05/12/2004

TRADEMARK

REEL: 002400 FRAME: 0569

TRADEMARK

REEL: 002852 FRAME: 0492