

SUBSTITUTE FORM PTO 1594
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

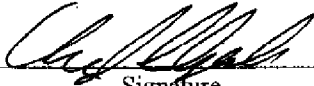
<p>1. Name of conveying party(ies):</p> <p>City Pages Media, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Delaware <input type="checkbox"/> Other _____</p> <p>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>National City Bank One South Broad Street, 14th Floor Philadelphia, PA 19107</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation: _____ <input checked="" type="checkbox"/> Other: National Banking Association</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>December 20, 2004</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p>	<p>B. Trademark Reg. No.(s):</p> <p>2,688,355 – BEST OF TWIN CITIES 2,098,877 – CITY PAGES 2,100,968 – CITY PAGES 2,760,474 – TWIN CITIES READER</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Cheryl L. Slipski, Esq. Drinker Biddle & Reath LLP One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6996</p> <p>Attorney Docket No. <u>200303</u></p>	<p>6. Total number of applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$115.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number:</p> <p style="text-align: center;">50-0573</p>
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DO NOT USE THIS SPACE

9. 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.

Cheryl L. Slipski		1/17/05
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

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

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TRADEMARK
REEL: 003015 FRAME: 0597

CH \$115.00 500573 2688355

GRANT OF SECOND LIEN SECURITY INTEREST

WHEREAS, CITY PAGES MEDIA, Inc., a Delaware corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Debtor is a party to that certain Credit Agreement dated December 20, 2004, by and between Debtor, as a Borrower, the other Borrowers referred to therein, NATIONAL CITY BANK ("National City"), as the Issuing Bank, a Lender and the Agent, and the other Lenders and Agents referred to therein (as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to a Second Lien Security Agreement dated December 20, 2004 by and among Debtor, as a Grantor, the other Grantors referred to therein, and National City, as the Second Lien Agent (in such capacity, the "Second Lien Agent") (as may be amended, supplemented, restated or otherwise modified from time to time, the "Second Lien Security Agreement"), Debtor has granted to the Second Lien Agent, for the benefit of the Second Lien Secured Parties (as that term is defined in the Credit Agreement), a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Second Lien Secured Obligations (as that term is defined in the Credit Agreement).


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to the Second Lien Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Second Lien Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Signature Page Follows

IN WITNESS WHEREOF, Debtor has caused this Grant of Second Lien Security Interest to be duly executed by its officer thereunto duly authorized as of the 20th day of December, 2004.

CITY PAGES MEDIA, INC.

By: 
Name: Nicholas DiCarlo
Title: Executive Vice President/CFO

SCHEDULE A**Trademarks**
Registered Trademarks

Trademark Registration Number	Mark	Registration Date
2,688,355	BEST OF THE TWIN CITIES	2/18/2003
2,098,877	CITY PAGES	9/23/1997
2,100,968	CITY PAGES	9/30/1997
2,760,474	TWIN CITIES READER	9/2/2003