

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
White Directory Publishers, Inc.		09/30/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Hearst Holdings, Inc.
Street Address:	959 Eighth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2693701	BUFFALOTALKS
Registration Number:	2825450	CITYTALKS
Registration Number:	1782882	GO AHEAD USE ME EVERYONE ELSE DOES
Registration Number:	1835656	
Registration Number:	2822392	
Registration Number:	2740178	MORE TO SAY
Registration Number:	2821903	MY BUFFALO
Registration Number:	1996500	THE TALKING PHONE BOOK
Registration Number:	2425974	THE TALKING PHONE BOOK
Registration Number:	2505625	WNY ENTERTAINMENT SEARCH
Registration Number:	2560516	WNY LOCAL SEARCH ENGINE

CORRESPONDENCE DATA

Fax Number: (212)649-2634

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2693701

Phone: 212-649-2032
Email: spersaud@hearst.com
Correspondent Name: Mr. Barry S. Agdern
Address Line 1: 959 Eighth Avenue
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Mr. Barry S. Agdern
Signature:	/B. Stuart Agdern/
Date:	03/24/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 30, 2004, is by and among White Directory Publishers, Inc., a New York corporation (the "Assignor"), and Hearst Holdings, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given them in the Asset Purchase Agreement, dated as of September 2, 2004, by and among the Assignor, the Assignee and the other parties thereto (the "Purchase Agreement").

WHEREAS, the Assignor is the owner of the entire right, title and interest in, to and under the Intellectual Property Rights, including the trademarks, service marks, trade dress, logos, trade names and trademark registrations and applications identified and set forth on Schedule A hereto (the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, the Assignee has agreed to purchase the Purchased Assets, including without limitation, all of the Assignor's right, title and interest in, to and under the Trademarks;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns, sells, transfers, grants and conveys to the Assignee, its successors and assigns all of its right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof.

2. Further Assurances.

(a) Within fifteen days after the execution of this Assignment, the Assignor shall deliver to the Assignee all documents and information reasonably necessary to complete the prosecution of the trademarks and service marks in the United States Patent and Trademark Office and shall provide reasonable assistance necessary for the same.

(b) The Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to permit the Assignee to record and perfect the interest of the Assignee in, to and under the Trademarks and shall not enter into any agreement in conflict with this Assignment.

(c) The Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign Trademark Office to issue all trademark or service mark registrations that may issue on an application for any trademark or service mark or a portion thereof to the Assignee, its successors and assigns, in accordance with this Assignment.

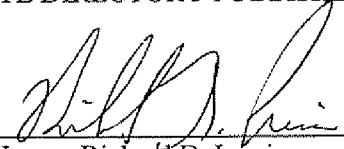
3. Governing Law. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.**

4. Counterparts. This Assignment may be executed in any number of counterparts, all of which will constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused to be executed this Assignment as of the date first above written.

WHITE DIRECTORY PUBLISHERS, INC.

By: 
Name: Richard D. Lewis
Title: President

SCHEDULE A

TRADEMARKS

REGISTRATION NO./ SERIAL NO.	REGISTRATION DATE	REGISTERED OWNER	MARK
2,693,701	03/04/2003	White Directory Publishers, Inc.	Buffalotalks
2,825,450	03/23/2004	White Directory Publishers, Inc.	Citytalks
1,782,882	07/20/1993	White Directory Publishers, Inc.	Go Ahead Use Me Everyone Else Does
1,835,656	05/10/1994	White Directory Publishers, Inc.	Miscellaneous Design (cartoon characterization of a talking telephone book)
2,822,392	03/16/2004	White Directory Publishers, Inc.	Miscellaneous Design (picture of a talking telephone book)
2,740,178	07/22/2003	White Directory Publishers, Inc.	More to Say
2,821,903	03/16/2004	White Directory Publishers, Inc.	My Buffalo
1,996,500	1/12/95	White Directory Publishers, Inc.	The Talking Phone Book
2,425,974	3/3/97	White Directory Publishers, Inc.	The Talking Phone Book and design
2,505,625	9/2/99	White Directory Publishers, Inc.	WNY Entertainment Search
2,560,516	9/2/99	White Directory Publishers, Inc.	WNY Local Search Engine