

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/06/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
User-Friendly Phone Book, LLC		10/06/2005	LTD LIAB JT ST CO: DELAWARE

**RECEIVING PARTY DATA**

Name:	The Bank of New York, as Administrative Agent
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Association:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2922375	HEART OF DALLAS

**CORRESPONDENCE DATA**

Fax Number: (212)238-3000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-238-3244  
 Email: jtelesford@emmetmarvin.com  
 Correspondent Name: Janelle Telesford, Legal Assistant  
 Address Line 1: Emmet, Marvin & Martin LLP  
 Address Line 2: 120 Broadway  
 Address Line 4: New York, NEW YORK 10271

NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/

OP \$40.00 2922375

Date:

10/25/2005

**Total Attachments: 4**

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**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, a Delaware limited liability company (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, AS ADMINISTRATIVE AGENT (the "*Secured Party*"), and has entered into the Security Agreement, dated as of May 17, 2005, by and among Grantor and each of the Subsidiaries of Grantor party thereto (as amended, supplemented or otherwise modified from time to time, the "*Agreement*"), in favor of the Secured Party.

Pursuant to the Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby grant to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement).

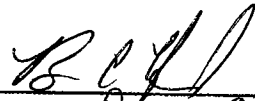
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Wall Street, New York, New York 10286.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 0 day of October, 2005.

**USER-FRIENDLY PHONE BOOK, LLC**

By:   
Name: Bruce Chward  
Title: CEO

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Essex )

On the 6<sup>th</sup> day of October in the year 2005 before me, the undersigned, personally appeared Bruce Howard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patti P. Rogers  
Notary Public

**PATTI P. ROGERS**  
**A Notary Public of New Jersey**  
**My Commission Expires June 15, 2010**

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of October 9, 2005**

<b>Trademark</b>	<b>Reg. No. / Serial No.</b>	<b>Reg. Date / Filing Date</b>
<b>Heart of Dallas</b>	<b>2922375 / 76570661</b>	<b>January 2, 2005 / July 1, 2004</b>