

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yellow Book USA, L.P.		04/09/1999	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	R.H. Donnelley Inc.		
Street Address:	One Manhattanville Road		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2215463	THE ONE BOOK YELLOW PAGES	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7698		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mark Solomon, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1163		
NAME OF SUBMITTER:	Mark Solomon		
Signature:	/ms/		

OP \$40.00 2215463

Date:

01/11/2006

Total Attachments: 9

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TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 9th day of April, 1999, by and between Yellow Book USA, L.P. (hereinafter called "LICENSOR"), a limited partnership organized and existing under the laws of Delaware, and located at One Hundred North Centre Avenue, Rockville Centre, NY 11570 and R.H. Donnelley Inc. f/k/a The Reuben H. Donnelley Corporation (hereinafter called "LICENSEE"), a corporation organized and existing under the laws of Delaware, and located at One Manhattanville Road, Purchase, NY 10577.

WHEREAS, pursuant to the Asset Purchase Agreement dated as of November 24, 1997, the Trademark Escrow Agreement dated December 15, 1997 and the Trademark Assignment dated as of the date hereof, between LICENSOR and LICENSEE (respectively, the "Asset Purchase Agreement", the "Escrow Agreement" and the "Trademark Assignment"), LICENSOR has acquired from LICENSEE the trademark THE ONE BOOK YELLOW PAGES, U.S. Registration Number 2,215,463 and all common-law rights relating thereto, together with the goodwill of LICENSEE's business appertaining thereto (the "ONE BOOK YELLOW PAGES MARK"); and

WHEREAS, pursuant to the Asset Purchase Agreement, LICENSEE desires to obtain and LICENSOR has agreed to grant to LICENSEE a perpetual, royalty-free, exclusive license to use the ONE BOOK YELLOW PAGES MARK, subject to the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants and LICENSEE hereby accepts a perpetual, royalty-free, exclusive license to use the ONE BOOK YELLOW PAGES MARK in connection with all aspects of the production, distribution, advertising, marketing and promotion of general purpose, classified, printed telephone directories ("Directories") and the marketing and sale of advertising therein, including but not limited to use of the ONE BOOK YELLOW PAGES MARK on any and all materials associated with such Directories, including without limitation, advertising and promotional material, contracts with third parties, indices and other business forms (the

foregoing, "Licensed Uses"). This license shall be worldwide, except for the areas within Delaware, Maryland, New Jersey, Pennsylvania, Northern Virginia, and the District of Columbia in which Reuben H. Donnelley-Proprietary East, a former division of LICENSOR, already publishes the Directories as of the date hereof, and communities contiguous thereto (the "Territory").

2. Ownership of Mark. LICENSEE acknowledges that LICENSOR owns the ONE BOOK YELLOW PAGES MARK, agrees that it will do nothing inconsistent with such ownership, agrees that all use of the ONE BOOK YELLOW PAGES MARK by LICENSEE shall inure to the benefit of and be on behalf of LICENSOR, and agrees to assist LICENSOR in recording this Agreement with appropriate government authorities and to provide LICENSOR with any specimen of use necessary or desirable to maintain LICENSOR's trademark registration in the ONE BOOK YELLOW PAGES MARK. LICENSEE agrees that nothing in this Agreement shall give LICENSEE any right, title or interest in the ONE BOOK YELLOW PAGES MARK other than the right to use the ONE BOOK YELLOW PAGES MARK in accordance with this Agreement, and LICENSEE agrees that it will not contest LICENSOR's ownership of the ONE BOOK YELLOW PAGES MARK or the validity of this Agreement.

3. Quality Standards. LICENSEE agrees that the nature and quality of all goods and services sold by LICENSEE under the ONE BOOK YELLOW PAGES MARK, and all related advertising, promotional, sales and other activities related to uses of the ONE BOOK YELLOW PAGES MARK by LICENSEE, shall be of a quality at least as high as the quality levels which LICENSEE maintained in the past. LICENSEE agrees that it will not do anything in connection with its business, which brings disrepute to LICENSOR, or to the ONE BOOK YELLOW PAGES MARK.

4. Quality Maintenance. In connection with LICENSEE's obligations under Section 3. LICENSEE agrees to use commercially reasonable efforts to ensure that those standards are met, and to maintain the public image and goodwill of the ONE BOOK YELLOW PAGES MARK and to respond in good faith to LICENSOR's reasonable concerns with regard to such standards. The parties agree to engage promptly in good-faith discussions to reach a satisfactory resolution of LICENSOR's reasonable concerns regarding LICENSEE's use of the ONE BOOK

YELLOW PAGES MARK in a commercially reasonable period of time. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods covered by this Agreement.

5. Form of Use. LICENSEE agrees to use the ONE BOOK YELLOW PAGES MARK in combination with the federal registration symbol, ®, or with any equivalent symbol required by local law, in connection with all Licensed Uses of the ONE BOOK YELLOW PAGES MARK, unless such use is commercially unreasonable under the circumstances, and to indicate prominently, in connection with all Licensed Uses of the ONE BOOK YELLOW PAGES MARK, including use on Directories, that LICENSEE is (or is using the ONE BOOK YELLOW PAGES MARK on behalf of) the publisher of such Directories. The parties expressly acknowledge and agree that, subject to the provision of this Section 5 hereof, LICENSEE may use the ONE BOOK YELLOW PAGES MARK in conjunction or association with certain trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and other product and service identifiers owned or otherwise utilized by LICENSEE (collectively, hereinafter, "LICENSEE Marks"). The parties agree to engage in good-faith discussions regarding the use of the ONE BOOK YELLOW PAGES MARK in conjunction or association with the LICENSEE Marks.

6. Maintenance of the Mark. During the term of this Agreement, LICENSOR shall, in a prompt and timely manner, take all actions (including without limitation executing all documents and paying all fees and other payments) as may be reasonably necessary or desirable to maintain and renew the above-referenced U.S. trademark registration for the ONE BOOK YELLOW PAGES MARK. At LICENSOR's sole cost and expense, LICENSEE shall cooperate fully with LICENSOR in these efforts. Notwithstanding the foregoing, should LICENSOR decide that it intends to abandon or cancel the ONE BOOK YELLOW PAGES MARK in the Territory or any portion thereof, LICENSOR shall (i) inform LICENSEE of such intention sufficiently in advance so that LICENSEE has a meaningful opportunity to prevent any impairment to the ONE BOOK YELLOW PAGES MARK and (ii) if LICENSEE requests, assign its rights in the ONE BOOK YELLOW PAGES MARK to LICENSEE, on mutually

acceptable terms created after good-faith negotiations between the parties, sufficiently in advance to prevent any impairment to the ONE BOOK YELLOW PAGES MARK.

7. Infringement Proceedings (a) LICENSEE agrees to notify LICENSOR of any unauthorized use of the ONE BOOK YELLOW PAGES MARK by others in the Territory promptly as it comes to the LICENSEE's attention. LICENSOR shall have the first right, at its discretion, to bring infringement or unfair competition proceedings involving such unauthorized use of the ONE BOOK YELLOW PAGES MARK but shall not have any obligation to do so. In the event that LICENSOR initiates such proceedings, it shall do so solely at its own cost or expense, and any and all proceeds from such proceedings shall be the property of the LICENSOR. At LICENSOR's request, LICENSEE agrees to cooperate with LICENSOR in any such proceedings at LICENSOR's sole cost and expense.

(b) In the event LICENSOR does not initiate such proceedings within a reasonable period of time, but in any event, within sixty (60) days after having received written notice of such unauthorized use from LICENSEE, LICENSOR shall authorize LICENSEE to proceed against the violation under LICENSEE's own name (or LICENSOR's name if required by law, provided however, that LICENSEE identifies itself as the real party in interest and does not take any action that would expose LICENSOR to liability of any kind). In the event that LICENSEE initiates such proceedings, it shall do so solely at its own cost and expense, and any all proceeds from such proceedings shall be the property of the LICENSEE. At LICENSEE's request, LICENSOR agrees to cooperate with LICENSEE in any such proceeding at LICENSEE's sole cost and expense.

8. Representation and Warranties. LICENSOR represents and warrants that the Trademark Assignment conveyed to LICENSOR exclusive ownership of the ONE BOOK YELLOW PAGES MARK on terms set forth therein. LICENSOR represents and warrants that it has taken no action and executed no document prior to the date hereof to abrogate, limit, conflict with, contradict, or jeopardize such exclusive ownership in the ONE BOOK YELLOW PAGES MARK as so conveyed, that it has the right to enter into this Agreement, to grant the rights granted herein, and to perform its obligations hereunder, and that to do so will not violate or conflict with any material term or provision of its charter or by-laws or of any agreement,

instrument, statute, rule, regulation, order or decree to which it is a party or by which it is bound. LICENSOR makes no representation or warranty to LICENSEE as to the validity or enforceability of the ONE BOOK YELLOW PAGES MARK or the absence of any claim by any third party that the ONE BOOK YELLOW PAGES MARK is invalid or infringes the rights of any third party.

LICENSEE represents and warrants that it will not use the ONE BOOK YELLOW PAGES MARK in any manner that is not specifically authorized by this Agreement, that it has the right to enter into this Agreement and to perform its obligations hereunder, and that to do so will not violate or conflict with any material term or provision of its charter or by-laws or of any agreement, instrument, statute, rule, regulation, order or decree to which it is a party or by which it is bound.

9. Termination for Cause. LICENSOR shall have the right to terminate this Agreement upon thirty (30) days written notice to LICENSEE in the event of any bankruptcy of LICENSEE, or upon the appointment of any receiver or trustee to take possession of the properties of LICENSEE or upon the winding-up, sale, consolidation, merger or any sequestration by any governmental authority of LICENSEE.

LICENSOR shall have the right to terminate this Agreement if there is a material breach by LICENSEE of any provision of this Agreement and LICENSEE has failed to cure such breach in a commercially reasonable period, but in no event shall such termination occur less than sixty (60) days following the receipt of written notice thereof from LICENSOR to LICENSEE.

10. Effect of Termination. Upon termination of this Agreement, LICENSEE agrees immediately to discontinue all use of the ONE BOOK YELLOW PAGES MARK and any terms confusingly similar thereto, to cooperate with LICENSOR or its appointed agent to apply to the appropriate authorities to record the termination of this Agreement in all government records, to destroy all materials in LICENSEE's possession bearing the ONE BOOK YELLOW PAGES MARK within a reasonable period of time, and that all rights in the ONE BOOK YELLOW PAGES MARK and the goodwill connected therewith shall remain the property of LICENSOR.

11. Relationship of the Parties. The relationship hereby established between LICENSOR and LICENSEE is a license between separate, independent entities. This Agreement

shall not create an agency, partnership, joint venture, or employer/employee relationship and nothing hereunder shall be deemed to authorize either party to act for, represent or bind the other.

12. Indemnification. LICENSOR shall indemnify and hold harmless LICENSEE against all loss, liability, damage or expense (including reasonable fees and expenses of counsel) incurred with respect to LICENSEE's defense against any third party claim or action against LICENSEE arising as a consequence of (i) LICENSOR's breach of any representation or warranty in this Agreement or (ii) the use by LICENSOR of the ONE BOOK YELLOW PAGES MARK outside the Territory after the date hereof (except for any trademark infringement claims or portions thereof arising out of LICENSEE's use of the ONE BOOK YELLOW PAGES MARK outside the Territory on or before the date hereof), provided that LICENSOR is notified in writing within ten (10) business days of any suit or claim against the LICENSEE and the LICENSEE permits and assists LICENSOR, at LICENSOR's expense and in every reasonable way possible, to defend, compromise or settle the aforesaid suit or claim.

LICENSEE shall indemnify and hold harmless LICENSOR against all loss, liability, damage or expense (including reasonable fees and expenses of counsel) incurred with respect to LICENSOR's defense against any third party claim or action against LICENSOR arising as a consequence of (i) LICENSEE's breach of any representation or warranty in this Agreement, (ii) the use by LICENSEE of the ONE BOOK YELLOW PAGES MARK in the Territory after the date hereof, or (iii) all other acts or omissions of LICENSEE in the course of its business, including, without limitation to the above, all claims arising out of or on account of alleged defects in products or services in connection with which the ONE BOOK YELLOW PAGES MARK is used, provided that LICENSEE is notified in writing within ten (10) business days of any suit or claim against LICENSOR and the LICENSOR permits and assists LICENSEE, at LICENSEE's expense and in every reasonable way possible, to defend, compromise or settle the aforesaid suit or claim.

13. Cost of Enforcement. If either party institutes any action at law or in equity against the other party to secure or protect such party's rights under or to enforce the terms of this Agreement, such party shall be entitled to recover from the other party, in addition to any

judgment entered in its favor, reasonable attorneys' fees together with court costs and other expenses of litigation.

14. Assignment; Sublicense. The licenses granted pursuant to Section 1 herein may not be assigned or sublicensed by LICENSEE to a third party without the prior written approval of LICENSOR; provided, however, that LICENSEE may freely assign all of its rights and delegate all of its obligations under this Agreement to any entity controlling, controlled by, or under common control with LICENSEE, provided that such entity is engaged in the Business (as defined in the Asset Purchase Agreement). LICENSEE agrees to make it a condition of the execution of any sublicense or assignment to any third party permitted under the terms of this provision that such third party shall expressly agree to be bound by all of the duties and obligations of this Agreement, including the terms of this provision.

15. Non-Competition Provision. The expiration or termination of any non-competition provision contained in the Asset Purchase Agreement shall not terminate or otherwise modify the rights and obligations of the parties under this Agreement.

16. Amendment and Waiver. This Agreement may be amended and any provision of this Agreement may be waived; provided that any such amendment or waiver shall be binding upon LICENSOR only if set forth in a writing executed by an authorized representative of LICENSOR and referring specifically to the provision alleged to have been amended or waived, and any such amendment or waiver shall be binding upon LICENSEE only if set forth in a writing executed by an authorized representative of LICENSEE and referring specifically to the provision alleged to have been amended or waived. A waiver by either party hereto of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any similar instance. A permitted assignment or sublicense of an interest in this Agreement shall not be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

17. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be in writing, and shall be validly given, made or served, if delivered personally, or sent by registered mail, postage pre-paid or by telecopy to:

LICENSOR: Yellow Book USA, L.P.
 One Hundred North Centre Avenue
 Rockville Centre, NY 11570
 Attention: Joseph A. Walsh,
 Chairman and Chief Executive Officer
 Facsimile: (516) 766-1909

with copies to: Proskauer Rose LLP
 1585 Broadway
 New York, NY 10036
 Attention: Bertram A. Abrams, Esq.
 Facsimile: (212) 969-2900

LICENSEE: R.H. Donnelley Inc.
 One Manhattanville Road
 Purchase, NY 10577
 Attention: Stephen B. Wiznitzer
 Title: Senior Vice President & General Counsel
 Facsimile: (914) 933-6844

or to such other addresses as either party may, from time-to-time, designate in a written notice given in a like manner. Notice given by mail as set out above shall be deemed delivered on the earlier of (i) when received or (ii) seven (7) calendar days after the date the same is deposited with the postal service, postage prepaid.

18. Entire Agreement. This Agreement, the Asset Purchase Agreement, the Escrow Agreement and the Trademark Assignment express fully the understanding of both parties with regard to this matter and all prior understandings, agreements or representations, oral or written, are hereby superseded and cancelled, and no changes in the terms of this Agreement shall be valid except when and if reduced to writing and signed by both LICENSOR and LICENSEE.

19. Interpretation of Agreement. It is agreed that this Agreement shall be interpreted according to the laws of the State of New York (without giving effect to the choice of law principles thereof) and of the United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

YELLOW BOOK USA, L.P.

R.H. DONNELLEY INC.

By: Timothy Zick
Name: Timothy Zick
Title: Chief Financial Officer

By: Stephen B. Mignotta
Name:
Title: