

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2957 Frame 0267)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Administrative Agent		01/03/2006	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	R.H. Donnelley Corporation
<b>Street Address:</b>	One Manhattanville Road
<b>City:</b>	Purchase
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10577
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2500273	RHD
Registration Number:	2509579	RHDONNELLEY
Registration Number:	2295521	RHD
Registration Number:	2308893	RHDONNELLEY

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Correspondent Name: Mark Solomon, Esq.  
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**ATTORNEY DOCKET NUMBER:** 509265/1163

**TRADEMARK**

**900040766**

**REEL: 003235 FRAME: 0193**

**OP \$115.00 2500273**

NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	01/27/2006
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 3<sup>rd</sup>, 2006, from Deutsche Bank Trust Company Americas, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to R.H. Donnelley Corporation, a Delaware Corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of September 1, 2004, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Amended and Restated Grant of Security Interest in Trademark Rights dated as of September 1, 2004, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 13, 2004, at Reel 2957 and Frame 0267; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement. For the avoidance of doubt, Trademark Collateral shall not include any Trademarks listed in the Security Agreement other than those listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, AS ADMINISTRATIVE AGENT

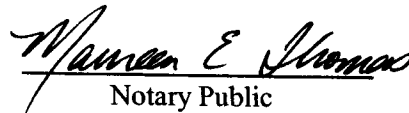
By: Susan L Lefevre  
Name: **Susan LeFevre**  
Title: **Director**

By: Lana Gifas  
Name: **Lana Gifas**  
Title: **Vice President**

STATE OF New York )  
COUNTY OF New York )

ss.:

On this 3 day of January, 2006, before me personally appeared Susan Lefevre to me known who, being by me duly sworn, did depose and say that he/she is Director of Deutsche Bank Trust Company Americas, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Deutsche Bank Trust Company Americas.

  
Notary Public

MAUREEN E. THOMAS  
Notary Public - State of New York  
No. 01TH6098264  
Qualified in Bronx County  
Certified in New York County  
My Commission Expires 9/08/2007

(Affix Seal Below)

STATE OF New York )  
 )  
COUNTY OF New York )

ss.:

On this 3 day of January, 2006, before me personally appeared  
Lana Gifas to me known who, being by me duly sworn, did depose and say that  
he/she is Vice President of Deutsche Bank Trust Company Americas, described  
herein and which executed the foregoing instrument, and that he/she signed his/her name thereto  
pursuant to the authority granted by Deutsche Bank Trust Company Americas.

(Affix Seal Below)

Maureen E Thomas  
Notary Public

MAUREEN E. THOMAS  
Notary Public - State of New York  
No. 01TH6098264  
Qualified in Bronx County  
Certified in New York County  
My Commission Expires 9/08/2007

**SCHEDULE A**

**U.S. Trademark Registrations**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>
RHD	2,500,273
RHDonnelley	2,509,579
RHD Sphere and Design	2,295,521
RHDonnelley Sphere and Design	2,308,893