

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R.H. Donnelley Inc.		01/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Administrative Agent
Street Address:	60 Wall Street
Internal Address:	43rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78758909	B2B MADE EASY
Serial Number:	78711100	THE NEW YELLOW
Serial Number:	78658960	
Serial Number:	78658956	I GOT RATED!
Serial Number:	78658952	WIRED!

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

OP \$140.00 78758909

ATTORNEY DOCKET NUMBER:	509265/1163
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	01/27/2006

Total Attachments: 8
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of January 17th, 2006, is made by R.H. Donnelley Inc., a Delaware corporation, (the “Borrower”), in favor of Deutsche Bank Trust Company Americas, a New York corporation, as Administrative Agent (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Second Amended and Restated Credit Agreement, dated as of December 13, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among R.H. Donnelley Corporation, a Delaware corporation (“Holdings”), the Borrower, a wholly owned subsidiary of Holdings, the Lenders, the Administrative Agent, J.P. Morgan Securities Inc. and Deutsche Bank Trust Company Americas as co-lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A., as syndication agent, and Bear Stearns Corporate Lending Inc., Credit Suisse, Cayman Islands Branch, Goldman Sachs Credit Partners L.P., UBS Securities LLC and Wachovia Bank, National Association, as co-documentation agents.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Second Amended and Restated Guarantee and Collateral Agreement, dated as of December 13, 2005, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, the Administrative Agent wishes to supplement filings of security interests previously recorded with the United States Patent and Trademark Office in connection with the Credit Agreement in order specifically to record its security interest in the Trademarks listed on Schedule A hereto; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

R.H. DONNELLEY INC.

By: Robert J. Bush
Name: Robert J. Bush
Title: Vice President, General Counsel
and Corporate Secretary
DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS ADMINISTRATIVE AGENT

By: _____
Name:
Title:

By: _____
Name:
Title:

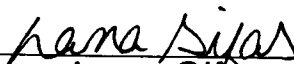
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

R.H. DONNELLEY INC.

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS ADMINISTRATIVE AGENT

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

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

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 3 day of January, 2006, before me personally came Susan Lete, who is personally known to me to be the Director of Deutsche Bank Trust Company Americas, a New York corporation; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Maurice E Thomas
Notary Public

MAURICE E. THOMAS
Notary Public - State of New York
No. 1TH 180264
Qualified in 6 New York County
Certified in New York County
My Commission Expires 9/08/2007

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF *New York*)
COUNTY OF *New York*) ss

On the 3 day of January, 2006, before me personally came Lana Gifas, who is personally known to me to be the Vice President of Deutsche Bank Trust Company Americas, a New York corporation; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MAUREEN E. THOMAS
Notary Public - State of New York
No. 012160 02264
Qualified *Brook* County
Certified *New York* County
My Comm. Expires 09/08/2007

Maureen E Thomas
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Applications

TRADEMARK	APPLICATION NUMBER
B2B MADE EASY	78/758,909
THE NEW YELLOW	78/711,100
DESIGN ONLY	78/658,960
I GOT RATED!	78/658,956
WIRED!	78/658,952