

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.	FORMERLY The Reuben H. Donnelley Corporation	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: 2			
Property Type	Number	Word Mark	
Registration Number:	1854655	THE ONE BOOK	
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		

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TRADEMARK
REEL: 003235 FRAME: 0798

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. f/k/a The Reuben H. Donnelley Corporation, 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 Trademark Licenses;

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 Trademark Licenses 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. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Borrower hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Borrower in and to the Trademark Licenses set forth on Schedule A hereto (the "Collateral").

The Borrower and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Intellectual Property. Notwithstanding the foregoing, the security interest granted herein shall not extend to, and the term "Collateral" shall not include, any property, rights or licenses to the extent the granting of a security interest therein is prohibited by, or would constitute a default under, any agreement or document otherwise permitted to be entered into under the Credit Agreement governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law).


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: 

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:

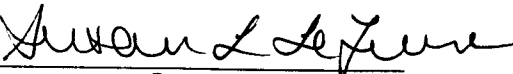
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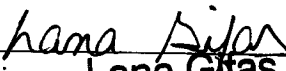
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

R.H. DONNELLEY INC.

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS ADMINISTRATIVE AGENT

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

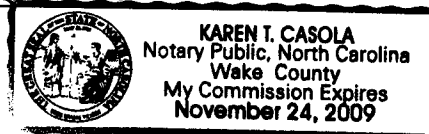
By: 
Name: **Lana Gifas**
Title: **Vice President**

ACKNOWLEDGMENT OF BORROWER

STATE OF ^{NORTH} CAROLINA)
) ss
COUNTY OF WAKE)

On the 17th day of January, 2006, before me personally came Robert G. Bush, who is personally known to me to be the VP, GC + Corp. Secy. of R.H. Donnelley, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, GC + Corp. Secy. 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.

Karen T. Casola
Notary Public




(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 Susan Cefere, 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.


Notary Public MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6093264
Qualified in Bronx County
Certified in New York County
(PLACE STAMP AND SEAL ABOVE) 9/08/09 07

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

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

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.

MANUEEN E. THOMAS
Notary Public, State of New York
No. 0193098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

Manueen E Thomas
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

1. Trademark License Agreement, dated as of December 15, 1997, by and between Yellow Book USA, L.P., a Delaware limited partnership ("Licensor"), and Reuben H. Donnelley Corporation, a Delaware corporation ("Licensee"), granting Licensee a perpetual, royalty free, exclusive license to use the following trademark in connection with all aspects of the production, distribution, advertising, marketing and promotion of general purpose, classified, printed telephone directories and the marketing and sale of advertising therein, including but not limited to use of the trademark 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. This license is 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 published telephone directories as of December 15, 1997, and communities contiguous thereto.

"The One Book"

U.S. Registration Number 1,854,655

2. Trademark License Agreement, dated as of April 9, 1999, by and between Yellow Book USA, L.P., a Delaware limited partnership ("Licensor"), and R.H. Donnelley, Inc. f/k/a Reuben H. Donnelley Corporation, a Delaware corporation ("Licensee"), granting Licensee a perpetual, royalty free, exclusive license to use the trademark, in connection with all aspects of the production, distribution, advertising, marketing and promotion of general purpose, classified, printed telephone directories and the marketing and sale of advertising therein, including but not limited to use of the trademark 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. This license is 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 published telephone directories as of April 9, 1999, and communities contiguous thereto.

"The One Book Yellow Pages"

U. S. Registration Number 2,215,463