TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Idearc Information Services LLC		11/17/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O.Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1476843	THE EVERYTHING PAGES
Registration Number:	1494202	COMMUNITY ACCESS MAGAZINE
Registration Number:	1497716	EVERYTHING'S CLOSE TO HOME

CH $90.00 1476843

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	374115
NAME OF SUBMITTER:	Oleh Hereliuk

Signature:	/oh/
Date:	12/19/2006

Total Attachments: 6
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Idearc Information Services LLC

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☑ Other LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, N.A., as Administrative Agent
Internal Address:
Street Address: P.O. Box 2558
City: Houston State: TX Zip: 77252

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☑ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☑ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: November 17, 2006

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
Please See Attached

B. Trademark Registration No.(s)
Please See Attached

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Oleh Hereliuk
Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW
Suite 401
City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward Briganti		12/11/06
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 17, 2006 (this "Agreement"), among IDEARC INFORMATION SERVICES LLC (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of November 17, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Idearc, Inc. (the "Borrower"), the Lenders from time to time party thereto (the "Lenders"), Bear Stearns Corporate Lending Inc., as syndication agent, J.P. Morgan Securities Inc. and Bear Stearns & Co. Inc., as joint lead arrangers and joint bookrunners, and Banc of America, N.A., Barclays Bank PLC and Citigroup USA, Inc., as co-documentation agents, and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and (b) the Guarantee and Collateral Agreement dated as of November 17, 2006 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiaries from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Collateral Agreement or the Credit Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, granted to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents,

including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of use under Sections 1(c) and 1(d) of said Act has been filed), and all renewals thereof, including those listed on Schedule I (the "Trademarks'); and

(d) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the law of the State of New York without giving effect to its principles or rules of conflicts of laws to the extent that the same are not mandatorily applicable by statute and by the application of the laws of another jurisdiction would be required thereby.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

IDEARC INFORMATION SERVICES LLC,

Name: Andrew Coticchio
Title: Vice President—Finance

JP MORGAN CHASE BANK, N.A.,
as Collateral Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

IDEARC INFORMATION SERVICES LLC,

by Idearc Inc.,
its sole Member

Name: Andrew Coticchio
Title: Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

by

Name: Thomas H. Kozlark
Title: Vice President

[[NYCORP:2647438]]

SCHEDULE I

Patents; Trademarks

TRADEMARK/TRADE NAMES OWNED BY IDEARC INFORMATION SERVICES LLC

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
EVERYTHING PAGES (THE)	02/16/1988	1,476,843
COMMUNITY ACCESS MAGAZINE	06/28/1988	1,494,202
EVERYTHING'S CLOSE TO HOME	07/26/1988	1,497,716

PATENTS OWNED BY IDEARC INFORMATION SERVICES LLC

U.S. Patent Applications

Patent Application No.	Filing Date
11/188,512	07/25/2005