

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CBD Media LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Local Insight Media Finance Holdings LLC		
<b>Street Address:</b>	188 Inverness Drive West, Suite 800		
<b>City:</b>	Englewood		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2157218	TARGET DELIVERY	
Registration Number:	1665468	THE WORK BOOK	
Registration Number:	1646240	THE WORK BOOK	
Registration Number:	1564968		
Registration Number:	2560511	CINCINNATI EXCHANGE	
Registration Number:	2891520	CINCINNATI BELL DIRECTORY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	rprescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		

**CH \$165.00 2157218**

ATTORNEY DOCKET NUMBER:	11644-3 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	10/31/2007
Total Attachments: 5 source=Trademark Assignment 1_CBD-LIMFH#page1.tif source=Trademark Assignment 1_CBD-LIMFH#page2.tif source=Trademark Assignment 1_CBD-LIMFH#page3.tif source=Trademark Assignment 1_CBD-LIMFH#page4.tif source=Trademark Assignment 1_CBD-LIMFH#page5.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of October 18, 2007, is made by CBD Media LLC, a Delaware limited liability company ("*Assignor*") in favor of Local Insight Media Finance Holdings LLC, a Delaware limited liability company, ("*Assignee*").

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States trademark registrations identified and set forth on Schedule A attached hereto and all right, title and interest in and to the United States applications for trademark registration, and all related goodwill, identified and set forth on Schedule B attached hereto (collectively, the "*Marks*");

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing;

WHEREAS, Assignor and Assignee are parties to the CBD Media Contribution and Sale Agreement, dated as of the date hereof (the "*Agreement*"), pursuant to which Assignor has contributed, and Assignee has agreed to accept certain assets, including, without limitation, the Copyrights; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds due or payable as of the Closing Date or thereafter in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks.

Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including,

without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal any Mark; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) otherwise to effectuate and implement this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

**[END OF PAGE]**


**[SIGNATURE PAGE FOLLOWS]**

This Assignment is provided pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.


IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

EXECUTED AND DELIVERED on and effective as of October 18, 2007.

CBD MEDIA LLC

By:   
Name: Scott A. Berman  
Title: Chief Financial Officer

LOCAL INSIGHT MEDIA FINANCE  
HOLDINGS LLC

By:   
Name: Scott A. Pomeroy  
Title: President and Chief Executive Officer

**Schedule A**  
**to Trademark Assignment**

Trademark	Registration Number
TARGET DELIVERY	2,157,218
THE WORK BOOK	1,665,468
THE WORK BOOK	1,646,240
DESIGN FOR TALKING YELLOW PAGES	1,564,968
CINCINNATI EXCHANGE	2,560,511
CINCINNATI BELL DIRECTORY	2,891,520

**Schedule B**  
**to Trademark Assignment**

None.