

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
CBD Media Finance LLC		10/18/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3D
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Association:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-6371
 Email: rprescan@kirkland.com
 Correspondent Name: Renee Prescan
 Address Line 1: 200 E. Randolph Drive
 Address Line 2: Kirkland & Ellis LLP

CH \$165.00 2157218

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 11644-3 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 11/01/2007

Total Attachments: 4
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CBD GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of October 18, 2007, made by CBD MEDIA FINANCE LLC, a Delaware limited liability company (the "Grantor") in favor of U.S BANK NATIONAL ASSOCIATION, as trustee ("Secured Party").

WHEREAS, the Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, pursuant to the Base Indenture, dated as of October 18, 2007, by and among Local Insight Media Finance LLC, ACS Media Finance LLC, CBD Media Finance LLC and the Secured Party (the "Agreement"), the Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.36(c) of the Agreement, the Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, the Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to Secured Party, and hereby grants to Secured Party, a security interest in the Grantor's right, title and interest in all of the Trademark Collateral to the extent now owned or at any time hereafter acquired by the Grantor, provided that the grant of security interest shall not include and no grant of security interest shall be deemed granted hereunder in any application for a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including, all such United States and foreign Trademark applications that are based on an intent-to-use such Trademark in commerce, provided that at such time the grant and/or enforcement of the security interest will not cause such application for a Trademark to be invalidated, canceled, voided or abandoned, then such grant and/or enforcement of the security interest shall be deemed effective under this Grant.

1. The Grantor intends that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral. The Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Party, and the Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

2. The Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may be terminated only in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

CBD MEDIA FINANCE LLC, as Grantor

By: _____

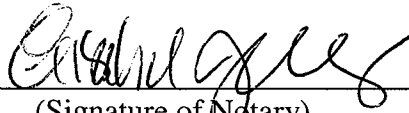

Name: *John S. Fischer*
Title: *General Counsel*

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

On the 18th day of October, 2007, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared John S. Fischer, to me known to be the General Counsel of CBD Media Finance LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said limited liability company for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.



(Signature of Notary)

ELISABEL J. CHANG

Notary Public, State of New York

No. 01CH5044202

Qualified in Queens County

Commission Expires May 22, 2011

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of New York,

residing at Queens, NY

My appointment expires 5-22-11

Schedule 1 to the CBD Grant of Security Interest in Trademarks – Trademark Collateral

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