

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest recorded at Reel/Frame 3651/0765

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
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 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:

02/15/2008

Total Attachments: 6

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**ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (“*Assignment*”) entered into as of October 18, 2007, is made by CBD Media Finance LLC, a Delaware limited liability company (“*Assignor*”) in favor of U.S. Bank National Association, as Trustee under the Base Indenture as defined below (“*Assignee*”).

WHEREAS, Assignor and Local Insight Media Finance LLC, a Delaware limited liability company (“*Grantor*”) entered into that certain CBD Master Issuer Contribution Agreement, dated as of the date hereof (the “*CBD Master Issuer Contribution Agreement*”) and, in connection therewith, that certain Grant of Security Interest in Trademarks (the “*Trademark Security Agreement*”) pursuant to which Grantor granted in favor of Assignor, and Assignor accepted, a continuing security interest in certain assets of Grantor (the “*Security Interest*”), including, without limitation, all right, title and interest in and to the United States trademark registrations set forth on Schedule A attached hereto and all right, title and interest in and to the United States applications for trademark registration, set forth on Schedule B attached hereto (collectively, the “*Marks*”);

WHEREAS, Grantor, Assignor, ACS Media Finance LLC, a Delaware limited liability company (“*ACS Co-Issuer*” and, together with the Grantor and Assignor, the “*Co-Issuers*”) and Assignee, entered into that certain Base Indenture, dated as of the date hereof (the “*Base Indenture*”), pursuant to which the Co-Issuers granted to the Assignee, and Assignee accepted, a security interest in, among other things, all rights acquired by the Co-Issuers under the CBD Master Issuer Contribution Agreement, including, without limitation, the Security Interest in the Marks;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 31, 2007, at Reel 3651, Frame 0765; and

WHEREAS, Assignor, as the beneficiary of the Security Interest in the Marks, wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Security Interest in the Marks and all rights of Assignor in connection therewith.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns and conveys to Assignee the Security Interest in the Marks and all rights of Assignor 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 of a continuing security interest in the Marks.

Assignee hereby acknowledges and agrees that the Security Interest assigned hereby has been granted to Assignor in connection with the CBD Master Issuer Contribution Agreement and is expressly subject to the terms and conditions thereof. Assignee hereby

acknowledges and agrees that its rights and remedies with respect to the Security Interest in the Marks assigned hereby are more fully set forth in the CBD Master Issuer Contribution Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Assignee hereby further acknowledges and agrees that the Security Interest in the Marks may be terminated only in accordance with the terms of the CBD Master Issuer Contribution Agreement.

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.

* * * * *

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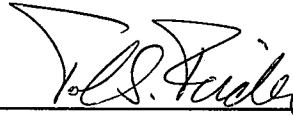
[SIGNATURE PAGE FOLLOWS]

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 FINANCE LLC

By: _____
Name:
Title:



U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Trustee

By: _____
Name:
Title:

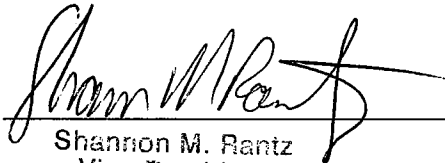
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

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

CBD MEDIA FINANCE LLC

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Trustee

By: 
Name: Shannon M. Rantz
Title: Vice President

Schedule A
to Assignment of Security Interest in Trademarks

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 Assignment of Security Interest in Trademarks

None.