

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AT&T DELAWARE INTELLECTUAL PROPERTY, INC.		04/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LOCAL INSIGHT BERRY HOLDINGS LLC
Street Address:	188 Inverness Drive West, Suite 800
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3093847	BERRY SALES & MARKETING SOLUTIONS
Registration Number:	3132076	BERRYADVANTAGE
Registration Number:	2608280	MOBILE MINI
Registration Number:	2539872	OLD VALUES. NEW IDEAS.
Registration Number:	1605880	THE BERRY COMPANY
Registration Number:	3184373	THE NAME THAT BUILDS BUSINESS
Serial Number:	78752964	KEEPIN' ME LINKED TO LINCOLN
Serial Number:	78752962	MY LINK TO LINCOLN
Serial Number:	78752963	OUR LINK TO LINCOLN
Serial Number:	78627828	SALES ALLY
Serial Number:	78752960	YOUR LINK TO LINCOLN

CORRESPONDENCE DATA

Fax Number: (310)785-4601

900105354

TRADEMARK
REEL: 003768 FRAME: 0693

CH 3093847 \$290.00

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 310.785.4796
Email: laprosecution@hhlaw.com
Correspondent Name: Rose A. Hickman
Address Line 1: 1999 Avenue of the Stars, Suite 1400
Address Line 2: Hogan & Hartson, LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	27769.10
NAME OF SUBMITTER:	Rose A. Hickman
Signature:	/Rose A. Hickman/
Date:	04/29/2008
<p>Total Attachments: 5 source=TM assignment#page1.tif source=TM assignment#page2.tif source=TM assignment#page3.tif source=TM assignment#page4.tif source=TM assignment#page5.tif</p>	

Schedule 2
Business Mark Assignment Document

TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT

This TRADEMARK/Service Mark Assignment Agreement, effective as of April 23, 2008 (the "Closing Date"), is made between AT&T DELWARE INTELLECTUAL PROPERTY, INC., a Delaware corporation duly organized and existing under the laws of the State of Delaware, with an office at 824 N Market Street, Suite 425, Wilmington, Delaware 19801, United States of America (hereinafter referred to as the "Assignor") and LOCAL INSIGHT BERRY HOLDINGS LLC, a New York limited liability company, having an office at 188 Inverness Drive West, Suite 800, Englewood, Colorado 80112 (hereinafter referred to as the "Assignee").

WHEREAS, the Assignor has adopted, used, registered or applied to register in the United States certain service marks set forth in Exhibit 1 annexed hereto, including without limitation, the registrations and applications and common law marks set out in Exhibit 1 (hereinafter referred to as the "Assigned Marks"); and

WHEREAS, the Assignor wishes to transfer and assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's rights, title and interest in and to the Assigned Marks and all of the goodwill associated therewith, as well as all registrations and applications and other rights, including common law rights, the Assignor may have throughout the world with respect to such Assigned Marks.

NOW, THEREFORE, the Assignor and the Assignee agree as follows:

Section 1

Effective on the Closing Date, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor does hereby assign to the Assignee the Assigned Marks, all of its proprietary rights and applications for proprietary rights, title and interest in and to the Assigned Marks, including without limitation, the registrations and applications and common law marks set forth in Exhibit 1, any common law rights in the Assigned Marks, the goodwill of the business relating to the Assigned Marks, and the right to sue for past, present and future infringement of the Assigned Marks.

The Assignee does hereby accept this assignment.

Section 2

The Assignor will promptly transfer to or provide to the Assignee copies of all files relating to the use, registration of, and applications for registration of, the Assigned Marks.

Section 3

- (A) This Agreement in the form of a notarial deed is intended in original and in certified copy to be lodged with the competent domestic and foreign institutions, more particularly administrative agencies and courts, together with an application for assignment of the corresponding proprietary rights and applications for proprietary rights.
- (B) Should the lodging of this deed be insufficient for the assignment of the proprietary rights and applications for proprietary rights, both parties hereto shall immediately attend to the necessary formalities and will execute all reasonable documents necessary to effect transfer of the Assigned Marks.
- (C) The Assignee shall bear the costs arising out of or in connection with the implementation of the assignment contained herein.
- (D) Amendments hereto and amplifications hereof shall be in writing and signed by both parties.

[Signatures Appear On Following Pages]

ASSIGNOR

AT&T DELAWARE INTELLECTUAL
PROPERTY, INC.

Given at Fulton Co. Georgia
on April 22, 2008

By: MBL

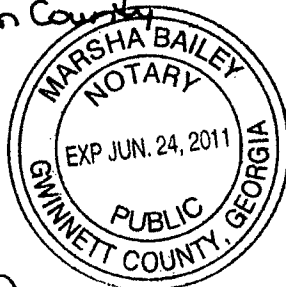
Name: MICHAEL BISHOP
Authorized Signatory

Notarial Certification

I, a Notary Public, certify that on 4-22, 2008, before me personally appeared Michael Bishop, to me known to be an authorized signatory of AT&T DELAWARE INTELLECTUAL PROPERTY, INC. and that Michael Bishop executed the foregoing Trademark/Service Mark Assignment Agreement.

I attest: Marsha Bailey
Signed in: Atlanta, GA Fulton County
Dated: April 22, 2008

Notary Public "Official Seal"



Signature of Notary Public

Marsha Bailey

ASSIGNEE

LOCAL INSIGHT BERRY HOLDINGS
LLC

Accepted at Atlanta, Ga

on April 23, 2008

By: John S. Fischer

Name: John S. Fischer
Title: General Counsel and Secretary
Authorized Signatory

Notarial Certification

I, a Notary Public, certify that on April 21, 2008, before me personally appeared John S. Fischer, to me known to be an authorized signatory of LOCAL INSIGHT BERRY HOLDINGS LLC and that he executed the foregoing Trademark/Service Mark Assignment Agreement.

I attest: John Fischer
Signed in: ENGLEWOOD, CO
Dated: 4/21/2008

Notary Public "Official Seal"

Lori Hawkins
Signature of Notary Public



EXHIBIT 1 to Schedule 2

Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
BERRY SALES & MARKETING SOLUTIONS	78/290964	22-Aug-2003	3,093,847	16-May-2006	Registered
BERRYADVANTAGE	78/561652	07-Feb-2005	3,132,076	22-Aug-2006	Registered
KEEPIN' ME LINKED TO LINCOLN	78752964	14-Nov-2005			Published
MOBILE MINI	78/029923	10-Oct-2000	2,608,280	13-Aug-2002	Registered
MY LINK TO LINCOLN	78752962	14-Nov-2005			Published
OLD VALUES. NEW IDEAS.	76159864	06-Nov-2000	2539872	19-Feb-2002	Registered
OUR LINK TO LINCOLN	78752963	14-Nov-2005			Published
SALES ALLY	78627828	11-May-2005			Published
THE BERRY COMPANY	73/819443	15-Aug-1989	1,605,880	10-Jul-1990	Registered
THE NAME THAT BUILDS BUSINESS	78/312730	13-Oct-2003	3,184,373	12-Dec-2006	Registered
YOUR LINK TO LINCOLN	78752960	14-Nov-2005			Published
THE BERRY COMPANY			Alabama 108761	11-Mar-2003	Registered
THE BERRY COMPANY			Hawaii 4031564	30-Mar-2005	Registered
THE BERRY COMPANY			Wisconsin WI069821	19-Mar-2003	Registered