

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
Toll Free Yellow Pages Corp.		04/09/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	AT&T Intellectual Property II, L.P.		
Composed Of:	COMPOSED OF AT&T Intellectual Property, Inc., a Delaware corporation		
Street Address:	645 East Plumb Lane		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89502		
Entity Type:	LIMITED PARTNERSHIP: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2956204	1-877-YELLOWPAGES	
Registration Number:	2937152	TOLL FREE YELLOWPAGES	
Registration Number:	3139805		
Registration Number:	2920254	AMERICA'S FIRST TOLL FREE YELLOW PAGES	
CORRESPONDENCE DATA			
Fax Number:	(210)246-8939		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	210-246-8930		
Email:	david.cho@att.com		
Correspondent Name:	David J. Cho		
Address Line 1:	1010 N. St. Mary's Street, 14th Floor		
Address Line 4:	San Antonio, TEXAS 78215		
ATTORNEY DOCKET NUMBER:	TFYP ASSIGNMENT		
NAME OF SUBMITTER:	David J. Cho		

CH \$115.00 2956204

Signature:	/David J. Cho/
Date:	07/28/2008
Total Attachments: 4 source=Toll Free Yellow Pages Assignment#page1.tif source=Toll Free Yellow Pages Assignment#page2.tif source=Toll Free Yellow Pages Assignment#page3.tif source=Toll Free Yellow Pages Assignment#page4.tif	

SCHEDULE I

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated April 6, 2008 (this "Trademark Assignment"), by among TOLL FREE YELLOW PAGES, CORP., a Nevada Corporation with an address at 9903 Santa Monica Boulevard, Beverly Hills, California 90212 (the "Assignor"), and AT&T INTELLECTUAL PROPERTY II, L.P., a Nevada Limited Partnership, with an address at 645 Plumb Lane, Reno, Nevada 89502 (the "Assignee").

The Assignor and the Assignee are each sometimes hereinafter referred to as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of April 7, 2008, by and among the Assignee and the Assignor (the "Asset Purchase Agreement").

Recitals

A. The Assignor is the owner of all rights, title and interest in and to the Trademarks identified on Exhibit A hereto (hereinafter collectively referred to as the "Trademarks").

B. The Assignor has agreed to sell, assign, transfer and deliver to Assignee all of its rights, title and interest in and to the Trademarks, including any and all goodwill associated therewith, on the terms and subject to the conditions set forth herein and in the Asset Purchase Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment of Trademarks.** Based on the terms and subject to the conditions set forth in this Trademark Assignment and the Asset Purchase Agreement, the Assignor does hereby sell, assign, transfer and deliver to Assignee and its successors, assigns and legal representatives or nominees, all of such Assignor's rights, title and interest, for all countries, jurisdictions and political entities of the world, in and to the Trademarks, including, without limitation, all benefits, privileges, causes of action, trademark registrations and applications set forth on Exhibit A, and the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) sue for past, present, and future infringement and to collect damages thereof, and (c) grant licenses or other interests to and in the Trademarks. The foregoing includes, and the Assignor does hereby assign, convey, transfer and deliver to Assignee, any and all goodwill symbolized by and/or associated with the Trademarks.

2. **Further Assurances.** The Assignor agrees that upon request it shall, at any time and without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary or desirable to vest title to the Trademarks in Assignee or in its successors, assigns and legal representatives or nominees. The Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of such Assignor and in the name of such

Assignor or in its own name, for the purposes of carrying out the terms of this Trademark Assignment, to take all necessary actions to vest title and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Trademark Assignment.

3. No Rights in Third Parties. Nothing expressed or implied in this Trademark Assignment is intended to or shall confer upon any Person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and all claims with respect thereto shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada for agreements to be wholly performed therein, without giving effect to any provisions relating to Nevada's conflicts of laws principles.

6. Amendments. No amendment or modification of this Trademark Assignment shall be effective unless it is set forth in writing and signed by each of the Parties hereto.

7. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same original.

8. Representations And Warranties. The Assignor represents and warrants that there are no claims, demands, causes of action, proceedings or lawsuits threatened or pending with respect to the Trademarks and that Assignor has the sole and exclusive right and authorization to effect this Trademark Assignment.

9. Attorneys' Fees. In the event either party files suit to enforce any of the terms hereof, the prevailing party shall be entitled to an award of all reasonable attorneys' fees and court costs.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

ASSIGNEE:

AT&T INTELLECTUAL PROPERTY II, L.P.
through its General Partner AT&T Intellectual
Property, Inc.

By: Carol Beckham
Name: CAROL T. BECKHAM
Title: Asst. Vice Pres.

FORM APPROVED
MS
ATTORNEY
4/9/08

ASSIGNOR:

TOLL FREE YELLOW PAGES, CORP.

By: Henny Kniss
Name: Henny Kniss
Title: Director

SCHEDULE I

EXHIBIT A

Mark	Goods/Services	Serial No./ Registration No.
1-877-YELLOW PAGES	Toll free directory information services, whereby consumers can call and request a category or product and be given a list of businesses that provide those services or products	S.N. 78/379,258 R.N. 2,956,204
TOLL FREE YELLOW PAGES	Telephone business directory assistance services provided to the customer via toll free telephone calls	S.N. 78/313,618 R.N. 2,937,152
TELEPHONE WITH BLACK HANDSET LOGO	Telephone directory assistance services	S.N. 78/323,756 R.N. 3,139,805
AMERICA'S FIRST TOLL FREE YELLOW PAGES	Telephone business directory assistance services provided to the customer via toll free telephone calls	S.N. 78/362,592 R.N. 2,920,254