

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
LOCAL INSIGHT MEDIA FINANCE LLC		07/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HYP MEDIA FINANCE LLC		
Street Address:	188 Inverness Drive West, Suite 800		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1954015	PHONE BOOK RECYCLING	
Serial Number:	77517002	HYP MEDIA	
Serial Number:	77516999	HYP MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 446-4800		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley M. Smith, Sr. Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	HYP ASSIGN 3 (HSMITH)		
NAME OF SUBMITTER:	Hayley Smith		

CH \$90.00 1954015

Signature:	//Hayley Smith//
Date:	07/28/2008
Total Attachments: 4 source=TM ASSIGNMENT LIM FINANCE LLC TO HYP MEDIA FINANCE LLC#page1.tif source=TM ASSIGNMENT LIM FINANCE LLC TO HYP MEDIA FINANCE LLC#page2.tif source=TM ASSIGNMENT LIM FINANCE LLC TO HYP MEDIA FINANCE LLC#page3.tif source=TM ASSIGNMENT LIM FINANCE LLC TO HYP MEDIA FINANCE LLC#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“*Assignment*”), entered into as of July 25, 2008, is made by **LOCAL INSIGHT MEDIA FINANCE LLC**, a Delaware limited liability company (“*Assignor*”) in favor of **HYP MEDIA FINANCE 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 and applications for trademark registration, and all related goodwill, identified and set forth on Schedule A attached hereto (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 Contribution 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 Marks; 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.

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.


* * * * *

[END OF PAGE]


[SIGNATURE PAGE FOLLOWS]

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


LOCAL INSIGHT MEDIA FINANCE LLC

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

HYP MEDIA FINANCE LLC

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

Schedule A
to Trademark Assignment

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date
PHONE BOOK RECYCLING (and Design)  Phone Book Recycling	U.S. Federal	Registered/ Renewed	1954015	02/06/1996
HYP MEDIA	U.S. Federal	Pending	77517002	07/08/2008
HYP MEDIA	U.S. Federal	Pending, Intent to Use	77516999	07/08/2008