

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
LOCAL INSIGHT MEDIA FINANCE HOLDINGS LLC		07/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LOCAL INSIGHT 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 SEC INT. 2 (HS)		
NAME OF SUBMITTER:	Hayley Smith		

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Signature:	//Hayley Smith//
Date:	07/29/2008
Total Attachments: 4 source=SI LIM FINANCE HOLDINGS LLC TO LIM FINANCE LLC#page1.tif source=SI LIM FINANCE HOLDINGS LLC TO LIM FINANCE LLC#page2.tif source=SI LIM FINANCE HOLDINGS LLC TO LIM FINANCE LLC#page3.tif source=SI LIM FINANCE HOLDINGS LLC TO LIM FINANCE LLC#page4.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS (“*Agreement*”), entered into as of July 25, 2008, is made by **LOCAL INSIGHT MEDIA FINANCE HOLDINGS LLC**, a Delaware limited liability company (“*Grantor*”) in favor of **LOCAL INSIGHT MEDIA FINANCE LLC**, a Delaware limited liability company (“*Secured Party*”).

WHEREAS, Grantor is the owner of the United States trademark registrations and applications for trademark registration identified and set forth on Schedule A attached hereto, and all goodwill of any business associated and connected therewith or symbolized thereby (the “*Marks*”);

WHEREAS, Grantor and the Secured Party are parties to the Contribution Agreement, dated as of the date hereof (the “*Contribution Agreement*”) pursuant to which Grantor has agreed to grant in favor of the Secured Party, and the Secured Party has accepted, a continuing security interest in certain assets of Grantor, including, without limitation, the Marks;

WHEREAS, pursuant to the Contribution Agreement, Grantor wishes to grant, and the Secured Party wishes to accept, a continuing security interest in the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and subject to all applicable terms and conditions of the Contribution Agreement, Grantor and the Secured Party agree as follows:

The Grantor hereby grants a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the Marks (collectively, the “*Trademark Collateral*”), to the Secured Party. Notwithstanding the foregoing, Trademark Collateral shall not include, and no grant of security interest shall be deemed granted hereunder in any application for a trademark that would be invalidated, cancelled, 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 the mark 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, cancelled, voided or abandoned then such grant and/or enforcement of the security interest shall be deemed effective under this Agreement.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Contribution Agreement and is expressly subject to the terms and conditions thereof. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the 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. In the event of any conflict between the terms of this Agreement and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall govern.

The Grantor hereby acknowledges the sufficiency and completeness of this Agreement to create the security interest in the Trademark Collateral for the Secured Party, and the Grantor hereby requests the Patent and Trademark Office to file and record the same together with the annexed Schedule A.

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 Contribution Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Agreement 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.

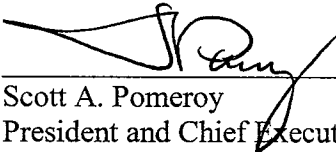
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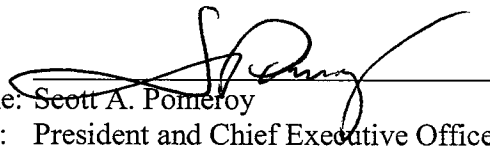
[SIGNATURE PAGE FOLLOWS]

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


**LOCAL INSIGHT MEDIA FINANCE
HOLDINGS LLC**

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

LOCAL INSIGHT MEDIA FINANCE LLC

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

Schedule A
to Grant of Security Interest in Trademarks

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