

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST		
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:	U.S. Bank National Association		
Street Address:	60 Livingston Street		
Internal Address:	EP-MN-WS3D		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	NATIONAL BANKIING ASSOCIATION:		
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 (HSMITH)		

CH \$90.00 1954015

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	08/04/2008
Total Attachments: 5 source=Assignment of SI-LIM Finance to US Bank#page1.tif source=Assignment of SI-LIM Finance to US Bank#page2.tif source=Assignment of SI-LIM Finance to US Bank#page3.tif source=Assignment of SI-LIM Finance to US Bank#page4.tif source=Assignment of SI-LIM Finance to US Bank#page5.tif	

**ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (“*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 U.S. Bank National Association, as Trustee under the Base Indenture as defined below (“*Assignee*”).

WHEREAS, Assignor and Local Insight Media Finance Holdings LLC, a Delaware limited liability company (“*Grantor*”) entered into that certain Contribution Agreement, dated as of the date hereof (the “*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 and applications for trademark registration set forth on Schedule A attached hereto (the “*Marks*”);

WHEREAS, Grantor, 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 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 July 29, 2008, at Reel 3824, Frame 0741; 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 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 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 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.

* * * * *

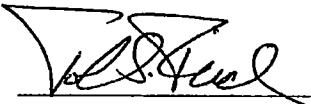
[END OF PAGE]

[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 July 25, 2008.

LOCAL INSIGHT MEDIA FINANCE LLC

By: 
Name: _____
Title:

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

By: _____
Name: _____
Title:

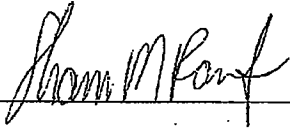
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

EXECUTED AND DELIVERED on and effective as of July 25, 2008.


LOCAL INSIGHT MEDIA FINANCE LLC

By: _____
Name:
Title:

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

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

Schedule A
to Assignment 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