

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
HYP 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 Banking 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>		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior 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 5 (HS)		
NAME OF SUBMITTER:	Hayley Smith		

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Signature:	//Hayley Smith//
Date:	08/15/2008
Total Attachments: 5 source=HYP_-_Grant_of_Security_Interest_in_Trademarks_to_Trustee#page1.tif source=HYP_-_Grant_of_Security_Interest_in_Trademarks_to_Trustee#page2.tif source=HYP_-_Grant_of_Security_Interest_in_Trademarks_to_Trustee#page3.tif source=HYP_-_Grant_of_Security_Interest_in_Trademarks_to_Trustee#page4.tif source=HYP_-_Grant_of_Security_Interest_in_Trademarks_to_Trustee#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of July 25, 2008, made by HYP MEDIA FINANCE LLC, a Delaware limited liability company (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, as trustee ("Secured Party").

WHEREAS, the Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, pursuant to the Base Indenture, dated as of October 18, 2007, by and among Local Insight Media Finance LLC, ACS Media Finance LLC, CBD Media Finance LLC and the Secured Party (as amended by that certain First Supplement to Base Indenture, dated as of the date hereof, by and among Local Insight Media Finance LLC, ACS Media Finance LLC, CBD Media Finance LLC, the Grantor and the Secured Party, the "Indenture") and that certain Series 2008-1 Supplement to the Base Indenture, dated as of the date hereof, by and among Local Insight Media Finance LLC, ACS Media Finance LLC, CBD Media Finance LLC, the Grantor and the Secured Party (the "Supplement"), the Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.36(c) of the Indenture and Section 5.3 of the Supplement, the Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Indenture and Supplement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and Supplement, which are incorporated by reference as if fully set forth herein, the Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to Secured Party, and hereby grants to Secured Party, a security interest in the Grantor's right, title and interest in all of the Trademark Collateral to the extent now owned or at any time hereafter acquired by the Grantor, provided that the grant of security interest shall not include and no grant of security interest shall be deemed granted hereunder in any application for a Trademark that would be invalidated, canceled, 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 such Trademark 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,

canceled, voided or abandoned, then such grant and/or enforcement of the security interest shall be deemed effective under this Grant.

1. The Grantor intends that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Indenture and Supplement, which govern the Secured Party's interest in the Trademark Collateral. The Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Party, and the Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

2. 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 Indenture and Supplement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Grant to be
duly executed and delivered as of the date first above written.

HYP MEDIA FINANCE LLC, as Grantor

By:


Name:
Title:

[Signature Page to Grant of Security Interest in Trademarks]

STATE OF [Illinois])

: ss:

COUNTY OF [Cook])

On the 25 day of July, 2008, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared John S. Fischer, to me known to be the General Counsel of HYP Media Finance LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said limited liability company for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Joan M Oppenheimer
(Signature of Notary)

Joan M Oppenheimer
(Legibly Print or Stamp Name of Notary)


Notary public in and for the state of _____

residing at _____

My appointment expires _____



Schedule 1 – Trademark Collateral

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