

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ypOne Enterprises US, Inc., by virtue of a private foreclosure sale pursuant to UCC Section 9-610 by CapitalSource Finance LLC		08/28/2009	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yellow Book USA, Inc.		
<b>Street Address:</b>	398 RXR Plaza		
<b>City:</b>	Uniondale		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11556		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3663289	YPONE PUBLISHING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(516)730-1910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	516-730-1920		
<b>Email:</b>	laura.massaro@yellowbook.com		
<b>Correspondent Name:</b>	Yellow Book USA, Inc.		
<b>Address Line 1:</b>	398 RXR Plaza		
<b>Address Line 4:</b>	Uniondale, NEW YORK 11556		
<b>NAME OF SUBMITTER:</b>	Laura Massaro		
<b>Signature:</b>	/lm/		
<b>Date:</b>	09/01/2009		

OP \$40.00 3663289

Total Attachments: 3

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## TRANSFER STATEMENT

Dated: August 28, 2009

Pursuant to Section 9-619 of the Uniform Commercial Code (it being understood that the following is intended to constitute a “**transfer statement**” as defined in said Section), the undersigned, CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as Agent (“**Agent**”) under the Credit Agreement referred to below, and in its capacity as a secured creditor conducting a nonjudicial, private foreclosure sale pursuant to Section 9-610 of the UCC (as defined in the Purchase Agreement referred to below), hereby states, subject to the terms and conditions of the Purchase Agreement:

1. Agent and certain Lenders are parties to that certain Credit Agreement dated as of August 1, 2008 (the “**Credit Agreement**”; terms used herein that are not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement) among Agent, the Lenders, YPONE ENTERPRISES US, INC., a Delaware corporation (“**Company**”) and the other Credit Parties.

2. Pursuant to one or more Loan Documents, the Company has granted a security interest to Agent in certain property and assets of the Company (the “**Collateral**”), as collateral security for the payment and performance of the Obligations.

3. Due to certain breaches of the terms and conditions of the Credit Agreement, Events of Default are currently in existence under the Credit Agreement.

4. As a result of the existence of such Events of Default, Agent has elected to exercise its post-default remedies under the Credit Agreement, the other Loan Documents and the UCC in respect of Company’s rights in the Collateral constituting Purchased Assets (as defined in the Purchaser Agreement referred to below), and in connection therewith, Agent has conducted a nonjudicial, private foreclosure sale pursuant to UCC Section 9-610, as evidenced by that certain Asset Purchase Agreement dated as of even date herewith (the “**Purchase Agreement**”) between Agent and YELLOW BOOK USA, INC., a Delaware corporation (“**Transferee**”), the terms of which are incorporated herein by reference.

5. By reason of Agent’s exercise of post-default remedies as described in the preceding paragraph, and pursuant to the terms and conditions set forth in the Purchase Agreement, Transferee has acquired the rights of the Company in and to the Collateral constituting Purchased Assets.

6. The name and mailing address of Agent, the Company and Transferee are as follows:

Agent: CapitalSource Finance LLC, Agent  
4445 Willard Ave. – 12th Fl.  
Chevy Chase, MD 20815  
Attention: Joanne Fungaroli  
Facsimile No. 301-841-2380

Company: ypOne Enterprises US, Inc.  
10707 Corporate Drive, Suite 200  
Stafford, Texas 77477  
Attn: Frederick J. Grosser, Chief Executive Officer  
Facsimile No. 281-637-1191

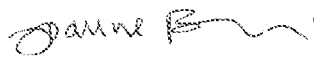
Transferee: Yellow Book USA, Inc.  
398 RXR Plaza  
Uniondale, New York 11556-0398  
Attn: John J. Butler, General Counsel  
Facsimile No. 516-730-1908

7. Nothing in this Transfer Statement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Transfer Statement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

**(Signature Page Follows)**

*(Signature Page to Transfer Statement)*

**CAPITALSOURCE FINANCE LLC, as  
Agent**

By: 

\_\_\_\_\_  
Joanne Fungaroli  
Authorized Signatory