

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest In Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R.H. Donnelley Inc.		01/29/2010	CORPORATION: DELAWARE
R.H. Donnelley Publishing & Advertising, Inc.		01/29/2010	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Administrative and Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3182965	
Registration Number:	3352465	NET CLICKS
Registration Number:	3239664	PLUS
Registration Number:	0575391	THE RED BOOK
Serial Number:	77093504	TRIPLE PLAY
Registration Number:	3191569	WIRED!
Registration Number:	2852540	
Registration Number:	2334110	
Registration Number:	1832720	
Registration Number:	2934791	WWW.BESTREDYP.COM
Registration Number:	3357615	YOUR BUSINESS COMMONSENSE GUIDE TO SUCCESS

CORRESPONDENCE DATA

900153441

**TRADEMARK
 REEL: 004140 FRAME: 0507**

OP \$290.00 3182965

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8132
Email: linda.salera@Bingham.com
Correspondent Name: Linda A. Salera
Address Line 1: 1 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	01/29/2010

Total Attachments: 9
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 29, 2010 is made by R.H. Donnelley Inc., a Delaware corporation, located at 1001 Winstead Drive, Cary, North Carolina 27513 (the “Borrower”) and certain of its Subsidiaries party hereto (collectively, the “Grantors”), in favor of Deutsche Bank Trust Company Americas, with an address at 60 Wall Street, New York, New York 10005, as Administrative Agent and Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Third Amended and Restated Credit Agreement, dated as of January 29, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, R.H. Donnelley Corporation, a Delaware corporation, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered the Third Amended and Restated Guarantee and Collateral Agreement, dated as of January 29, 2010, in favor of the Agent, for the benefit of the Agent and the Lenders (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and the Lenders to enter into the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in all of the Grantors’ right, title and interest in, to and under the Trademarks and Licenses (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

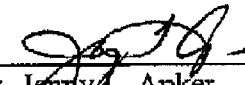
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

R.H. DONNELLEY INC.

By: 
Name: Jenny L. Apker
Title: Vice President & Treasurer

R.H. DONNELLEY PUBLISHING & ADVERTISING,
INC.

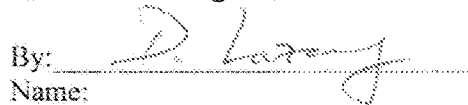
By: 
Name: Jenny L. Apker
Title: Vice President & Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative and Collateral Agent



By: Susan LeFevre

Name: **Managing Director**



Name: **Dusan Lazarov**
Title: **Vice President**

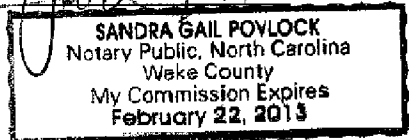
STATE OF North Carolina

COUNTY OF Wake) ss
)

On the 28th day of January, 2010, before me personally came Jenny L. Apker, who is personally known to me to be the Vice President & Treasurer of R.H. Donnelley Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President & Treasurer in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Sandra Gail Poylock

Notary Public

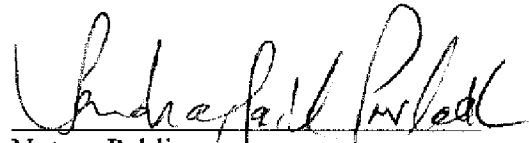


(PLACE STAMP AND SEAL ABOVE)

STATE OF North Carolina

COUNTY OF Wake) ss
)

On the 28 day of January, 2010, before me personally came Jenny L. Apker, who is personally known to me to be the Vice President & Treasurer of R.H. Donnelley Publishing and Advertising, Inc., a Kansas corporation; who, being duly sworn, did depose and say that she/he is the Vice President & Treasurer in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Notary Public

SANDRA GAIL POVLOCK
Notary Public, North Carolina
Wake County
My Commission Expires
February 22, 2013

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 27 day of January 2010, before me personally came Susan Lefevre Vice President;
Dusan Lazarov Vice President, who is personally known to me to be the Managing Director of Deutsche Bank Trust Company Americas; who, being duly sworn, did depose and say that she/he is the Managing Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Peter W. Hill
Notary Public
Peter W. Hill
Notary Public, State of New York
No. 01HE6030586 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Sept. 13, 2013

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

MARK	COUNTRY	APP. NO./REG. NO.	APP. DATE/REG. DATE	OWNER
DESIGN ONLY	U.S.	78658960	6/27/2005	R.H. Donnelley Inc.
		3182965	12/12/2006	
NET CLICKS	U.S.	78961797	8/28/2006	R.H. Donnelley Inc.
		3352465	12/11/2007	
PLUS (stylized)	U.S.	78925576	7/10/2006	R.H. Donnelley Inc.
		3239664	5/8/2007	
THE RED BOOK (STYLIZED)	U.S.	71605202	10/20/1950	R.H. Donnelley Inc.
		575391	6/9/1953	
TRIPLE PLAY	U.S.	77093504	1/29/2007	R.H. Donnelley Inc.
WIRED!	U.S.	78658952	6/27/2005	R.H. Donnelley Inc.
		3191569	1/2/2007	
DESIGN ONLY	U.S.	76421414	6/10/2002	R.H. Donnelley Publishing & Advertising, Inc.
		2852540	6/15/2004	
DESIGN ONLY	U.S.	75228325	1/21/1997	R.H. Donnelley Publishing & Advertising, Inc.
		2334110	3/28/2000	
DESIGN ONLY	U.S.	74314342	9/16/1992	R.H. Donnelley Publishing & Advertising, Inc.
		1832720	4/26/1994	
WWW.BESTREDYP.COM	U.S.	78297996	9/9/2003	R.H. Donnelley Publishing & Advertising, Inc.
		2934791	3/22/2005	
YOUR BUSINESS COMMONSENSE GUIDE TO SUCCESS	U.S.	78811442	2/9/2006	R.H. Donnelley, Inc.
		3357615	12/18/2007	

MARK	STATE	APP. NO./REG. NO.	APP. DATE/REG. DATE	OWNER
DEX	Wisconsin	5800136	7/25/2007	R.H. Donnelley Publishing & Advertising, Inc.
DEX	Nebraska	10097940	5/8/2007	R.H. Donnelley Publishing & Advertising, Inc.

U.S. Trademark Exclusive Licenses

NAME OF AGREEMENT	PARTIES LICENSOR/LICENSEE	EFFECTIVE DATE	EXPIRATION DATE	LICENSE
Trademark License Agreement *	Yellow Book USA, L.P. ("Licensor") and R.H. Donnelley Inc. ("Licensee")	12/15/97	Perpetual	Exclusive license to use "The One Book" registered trademark worldwide, except certain areas of DE, MD, NJ, PA, VA, D.C., KY and OH
Trademark License Agreement *	Yellow Book USA, L.P. ("Licensor") and R.H. Donnelley Inc. ("Licensee")	4/09/99	Perpetual	Exclusive license to use "The One Book Yellow Pages" registered trademark worldwide, except certain areas of DE, MD, NJ, PA, VA, D.C., KY and OH
Trademark License Agreement *	R.H. Donnelley Inc. ("Licensor") and Donnelley Marketing, Inc. ("Licensee")	2/25/91	Until Terminated	Exclusive license to use and sublicense "Donnelley Direct" registered service mark

* Although these agreements have not been terminated, these marks are no longer in use.