

**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
Dex Media, Inc.		01/29/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Shared Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Serial Number:	77714359	
Registration Number:	3545521	
Registration Number:	2429906	
Registration Number:	3268025	DEX
Registration Number:	3048735	DEX
Serial Number:	77693837	DEX
Registration Number:	3560019	DEX
Registration Number:	3560017	DEX
Registration Number:	3467731	DEX
Registration Number:	2561784	DEX
Registration Number:	3466560	DEX
Serial Number:	77666228	DEX
Registration Number:	3023021	DEX KNOWS
Serial Number:	77693831	DEX KNOWS

OP \$1015.00 77714359

Serial Number:	77686314	DEX KNOWS
Registration Number:	3540936	DEX KNOWS
Registration Number:	3062590	DEX MEDIA
Serial Number:	77795894	DEX NET
Serial Number:	77900538	DEX ONE
Serial Number:	77900536	DEX ONE
Serial Number:	77900535	DEX ONE
Serial Number:	77900534	DEX ONE
Registration Number:	3188030	DEX PLUS
Registration Number:	3106375	DEX SABE
Registration Number:	3080740	DEX WEB CLICKS
Registration Number:	3096708	DEX WEB CLICKS PLUS
Registration Number:	3096707	DEX WEB CLICKS PREMIUM
Registration Number:	3077732	DEX WEB CLICKS STANDARD
Registration Number:	3531694	DEXKNOWS.COM
Registration Number:	3019764	DEXONLINE.COM
Registration Number:	3106376	EL QUE SE USA
Registration Number:	1890221	"IT'S WHAT TO DO WHEN YOU FINISH A GOODBOOK..."
Registration Number:	2475207	ON-THE-GO
Registration Number:	3490066	POWERED BY DEX
Registration Number:	3627623	POWERED BY DEX
Registration Number:	1802892	THE DIRECTORY SOURCE
Registration Number:	3413031	TU VIDA NUEVA
Registration Number:	3555552	YOUR BUSINESS
Registration Number:	3562776	YOUR BUSINESS ONLINE
Registration Number:	3134036	DEX MEDIA

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/1214

**TRADEMARK**

**REEL: 004157 FRAME: 0312**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/26/2010
Total Attachments: 8 source=DexMdTSI#page1.tif source=DexMdTSI#page2.tif source=DexMdTSI#page3.tif source=DexMdTSI#page4.tif source=DexMdTSI#page5.tif source=DexMdTSI#page6.tif source=DexMdTSI#page7.tif source=DexMdTSI#page8.tif	

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 Dex Media, Inc., a Delaware corporation, located at 1001 Winstead Drive, Cary, North Carolina 27513 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, Texas 77252, as Shared Collateral Agent (the "Shared Collateral Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Dex East Credit Agreement, the Amended and Restated Dex West Credit Agreement, and the Third Amended and Restated Credit Agreement, each dated as of January 29, 2010 (collectively, as amended, supplemented or otherwise modified from time to time, the "Credit Agreements"), among Dex Media East LLC, a Delaware limited liability company, Dex Media West LLC, a Delaware limited liability company, and R.H. Donnelley, Inc., a Delaware corporation, (collectively, the "Borrowers"), the Lenders, and the Shared Collateral Agent.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreements, the Grantor has executed and delivered a Shared Guarantee and Collateral Agreement, dated as of January 29, 2010, in favor of the Shared Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Shared Guarantee and Collateral Agreement");

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

WHEREAS, the Grantor has 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 Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreements, the Grantor agrees, for the benefit of the Shared Collateral 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 Agreements and the Shared Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Shared Collateral Agent for the benefit of the Shared Collateral 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 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 Lenders in connection with the Shared Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Shared Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreements and the Shared 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 Shared Guarantee and Collateral Agreement, the terms of the Shared 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.

DEX MEDIA, INC.

By:  \_\_\_\_\_  
Name: Jerry L. Apker  
Title: Vice President & Treasurer

JPMORGAN CHASE BANK, N.A.  
as Shared Collateral Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

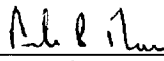
*Signature Page to the Security Agreement*

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.

DEX MEDIA, INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Shared Collateral Agent for the Lenders

By:   
Name: Peter Thauer  
Title: Executive Director

*Signature Page to the Security Agreement*

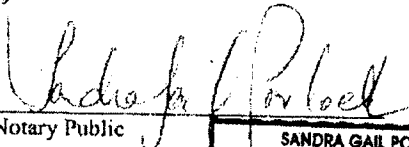
ACKNOWLEDGMENT OF GRANTOR

STATE OF NORTH CAROLINA

COUNTY OF WAKE

) ss  
)

On the 8th day of February, 2010, before me personally came Jenny L. Apker, who is personally known to me to be the VP & Treasurer of Dex Media, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP & 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 SHARED COLLATERAL AGENT

STATE OF N.Y. )  
COUNTY OF N.Y. )<sup>88</sup>

On the 9 day of February, 2010, before me personally came Peter B. Thayer, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive 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.

Gloria P. Wright  
Notary Public  
GLORIA P. WRIGHT  
Notary Public, State of New York  
No. 01WR0105288  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Feb. 9, 2012

(PLACE STAMP AND SEAL ABOVE)

MARK	COUNTRY	APP. NO./REG. NO.	APP. DATE/REG. DATE	OWNER
DEX ONE	U.S.	77900534	12/23/2009	Dex Media, Inc.
DEX PLUS	U.S.	78519669	11/18/2004	Dex Media, Inc.
		3188030	12/19/2006	
DEX SABE (DEX KNOWS)	U.S.	78612546	4/20/2005	Dex Media, Inc.
		3106375	6/20/2006	
DEX WEB CLICKS	U.S.	78475902	8/30/2004	Dex Media, Inc.
		3080740	4/11/2006	
DEX WEB CLICKS PLUS	U.S.	78475887	8/30/2004	Dex Media, Inc.
		3096708	5/23/2006	
DEX WEB CLICKS PREMIUM	U.S.	78475889	8/30/2004	Dex Media, Inc.
		3096707	5/23/2006	
DEX WEB CLICKS STANDARD	U.S.	78475896	8/30/2004	Dex Media, Inc.
		3077732	4/4/2006	
DEXKNOWS.COM	U.S.	77123007	3/6/2007	Dex Media, Inc.
		3531694	11/11/2008	
DEXONLINE.COM	U.S.	78365506	2/10/2004	Dex Media, Inc.
		3019764	11/29/2005	
EL QUE SE USA (THE 1 THAT GETS USED)	U.S.	78612549	4/20/2005	Dex Media, Inc.
		3106376	6/20/2006	
IT'S WHAT TO DO WHEN YOU FINISH A GOOD BOOK...	U.S.	74534562	6/7/1994	Dex Media, Inc.
		1890221	4/18/1995	
ON-THE-GO	U.S.	75862451	12/2/1999	Dex Media, Inc.
		2475207	8/7/2001	
POWERED BY DEX	U.S.	77975699	5/11/2007	Dex Media, Inc.
		3490066	8/19/2008	
POWERED BY DEX	U.S.	77178412	5/11/2007	Dex Media, Inc.
		3627623	5/26/2009	
THE DIRECTORY SOURCE	U.S.	74149099	3/11/1991	Dex Media, Inc.
		1802892	11/2/1993	
TU VIDA NUEVA (YOUR NEW LIFE)	U.S.	78784619	1/4/2006	Dex Media, Inc.
		3413031	4/15/2008	
YOUR BUSINESS	U.S.	77378240	1/23/2008	Dex Media, Inc.
		3555552	12/30/2008	
YOUR BUSINESS ONLINE	U.S.	77378244	1/23/2008	Dex Media, Inc.
		3562776	1/13/2009	

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>MARK</b>	<b>COUNTRY</b>	<b>APP. NO./REG. NO.</b>	<b>APP. DATE/REG. DATE</b>	<b>OWNER</b>
DESIGN ONLY	U.S.	77714359	4/15/2009	Dex Media, Inc.
DESIGN ONLY	U.S.	77332842	11/19/2007	Dex Media, Inc.
		3545521	12/9/2008	
DESIGN ONLY	U.S.	75931123	2/29/2000	Dex Media, Inc.
		2429906	2/20/2001	
DEX	U.S.	78898838	6/2/2006	Dex Media, Inc.
		3268025	7/24/2007	
DEX	U.S.	78365550	2/10/2004	Dex Media, Inc.
		3048735	1/24/2006	
DEX	U.S.	77693837	3/18/2009	Dex Media, Inc.
DEX	U.S.	77405266	2/25/2008	Dex Media, Inc.
		3560019	1/13/2009	
DEX	U.S.	77404912	2/25/2008	Dex Media, Inc.
		3560017	1/13/2009	
DEX	U.S.	77365588	1/7/2008	Dex Media, Inc.
		3467731	7/15/2008	
DEX	U.S.	76292825	7/31/2001	Dex Media, Inc.
		2561784	4/16/2002	
DEX & DESIGN	U.S.	77323487	11/7/2007	Dex Media, Inc.
		3466560	7/15/2008	
DEX (STYLIZED)	U.S.	77666228	2/9/2009	Dex Media, Inc.
DEX KNOWS	U.S.	78365585	2/10/2004	Dex Media, Inc.
		3023021	12/6/2005	
DEX KNOWS	U.S.	77693831	3/18/2009	Dex Media, Inc.
DEX KNOWS	U.S.	77686314	3/9/2009	Dex Media, Inc.
DEX KNOWS	U.S.	77123002	3/6/2007	Dex Media, Inc.
		3540936	12/2/2008	
DEX MEDIA	U.S.	78475866	8/30/2004	Dex Media, Inc.
		3134036	8/22/2006	
DEX MEDIA	U.S.	78475840	8/30/2004	Dex Media, Inc.
		3062590	8/28/2006	
DEX NET	U.S.	77795894	8/3/2009	Dex Media, Inc.
DEX ONE	U.S.	77900538	12/23/2009	Dex Media, Inc.
DEX ONE	U.S.	77900536	12/23/2009	Dex Media, Inc.
DEX ONE	U.S.	77900535	12/23/2009	Dex Media, Inc.