

# 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
Second License Application Corporation		12/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as 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: 18			
Property Type	Number	Word Mark	
Registration Number:	3500258	IDEARC	
Serial Number:	77002184	IDEARC	
Registration Number:	3499505	IDEARC	
Registration Number:	3680343	IDEARC	
Registration Number:	3500288	IDEARC MEDIA	
Registration Number:	3500314	IDEARC MEDIA	
Registration Number:	3459149	IDEARC MEDIA	
Registration Number:	3606439	IDEARC POWER UP	
Registration Number:	3732674	IDENTITY BUNDLES	
Registration Number:	3478358	LOCAL HEROES	
Registration Number:	3346846	POWER UP	
Registration Number:	3358478	POWER UP	
Registration Number:	3723688		
Registration Number:	3729854		

OP \$465.00 3500258

900155756

TRADEMARK  
REEL: 004157 FRAME: 0415

Registration Number:	3707942	SUPERBUCKS
Registration Number:	3723656	SUPERGUARANTEE
Serial Number:	77894540	SUPERSHIELD
Registration Number:	3674783	SUPERTRADEEXCHANGE

#### 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:	509600/0289
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NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/ml/
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Date:	02/26/2010
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#### Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT  
dated as of December 31, 2009 (this "Agreement"), between  
SECOND LICENSE APPLICATION CORPORATION (the  
"Grantor") and JPMORGAN CHASE BANK, N.A., as  
Collateral Agent for the Secured Parties (the "Collateral  
Agent").

Reference is made to (a) the Loan Agreement dated as of December 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Idearc, Inc. (the "Borrower"), the Lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent for the Lenders and (b) the Guarantee and Collateral Agreement dated as of December 31, 2009 (the "Collateral Agreement"), among the Borrower, the subsidiaries from time to time party thereto and the Collateral Agent. Pursuant to the Reorganization Plan (as defined in the Loan Agreement), the Lenders will be deemed to have made Loans in an original aggregate principal amount of \$2,750,000,000 to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The execution and delivery of this Agreement is required by the terms of the Reorganization Plan and is a condition precedent to the closing under the Loan Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Collateral Agreement or the Loan Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, granted to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office now or hereafter owned, including those listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions now or hereafter owned disclosed or claimed in the Patents, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) any written United States license agreement of the Grantor with any Person granting to any third party any right to make, use or sell any invention covered

by a patent, now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to make, use or sell any invention covered by a patent, now or hereafter owned by any third party, and all rights of the Grantor under any such agreements, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses, including those listed on Schedule I hereto;

(d) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications now or hereafter owned filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(d) all goodwill associated with or symbolized by the Trademarks; and

(e) any written U.S. license agreement of the Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses, including those listed on Schedule I hereto.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to, and "Patent and Trademark Collateral" shall not include, (i) any contract, agreement, General Intangible, Instrument, Chattel Paper, or License (each a "Restrictive Agreement") to which Grantor is a party or any of its rights or interests thereunder to the extent and for so long as the grant of the security interest shall constitute or result in (A) the unenforceability, abandonment or invalidation of any right of Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such Restrictive Agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or any other applicable law of similar effect); provided, however, that the security interest shall attach immediately at such time as the condition causing such unenforceability, abandonment or invalidation shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract or agreement that does not result in any of the consequences specified in (A) or (B) including any proceeds of such contract or agreement or (ii) any "intent-to-use" application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent the inclusion in the Collateral would violate such section, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and

Trademark Collateral are fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

SECOND LICENSE APPLICATION  
CORPORATION,

by

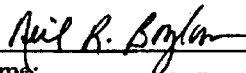
A handwritten signature in black ink, appearing to read "S. D. Jones", is written over a horizontal line.

Name: Samuel D. Jones

Title: Vice President, Chief Financial  
Officer & Treasurer

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent,

by

  
\_\_\_\_\_  
Name: Neil R. Boylan  
Title: Managing Director

**SCHEDULE I**  
**to the Second License Application Corporation**  
**Patent and Trademark Security Agreement**






**Patents**

None

**Patent Licenses**




None

**Trademarks**

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date	Status
IDEARC	78/924,794	07/07/2006	3,500,258	09/09/2008	09/09/2018	ISSUED
<div>IDEARC &amp; Design</div> 	77/002,184	09/19/2006				ALLOWED / Extended
<div>IDEARC &amp; Design</div> 	77/002,188	09/19/2006	3,499,505	09/09/2008	09/09/2018	ISSUED
<div>IDEARC &amp; Design (color)</div> 	77/197,807	06/05/07	3,680,343	09/08/2009	09/08/2019	ISSUED
IDEARC MEDIA	78/957,264	08/22/2006	3,500,288	09/09/2008	09/09/2018	ISSUED
<div>IDEARC MEDIA &amp; Design</div> 	78/973,311	09/13/2006	3,500,314	09/09/2008	09/09/2018	ISSUED
<div>IDEARC MEDIA &amp; Design (color)</div> 	77/197,814	06/05/2007	3,459,149	07/01/2008	07/01/2018	ISSUED



**SCHEDULE I**  
**to the Second License Application Corporation**  
**Patent and Trademark Security Agreement**

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date	Status
IDEARC POWER UP	77/041,459	11/10/2006	3,606,439	04/14/2009	04/14/2019	ISSUED
IDENTITY BUNDLES	77/679,731	02/27/09	3,732,674	12/29/2009	12/29/2019	ISSUED
LOCAL HEROES	77/041,455	11/10/2006	3,478,358	07/29/2008	07/29/2018	ISSUED
POWER UP	77/041,445	11/10/2006	3,346,846	12/04/2007	12/04/2017	ISSUED
POWER UP & Design 	77/041,453	11/10/2006	3,358,478	12/25/2007	12/25/2017	ISSUED
Shield and Check Mark Design (black and white) 	77/673,805	01/29/2009	3,723,688	12/08/2009	12/08/2019	ISSUED
Shield and Check Mark Design (color) 	77/659,062	01/29/2009	3,729,854	12/22/2009	12/22/2019	ISSUED
SUPERBUCKS	77/655,564	01/23/2009	3,707,942	11/10/2009	11/10/2019	ISSUED
SUPERGUARANTEE	77/659,036	01/29/2009	3,723,656	12/08/2009		ISSUED
SUPERSHIELD	77/894,540	12/16/2009				FILED
SUPERTRADEEXCHANGE	77/655,550	01/23/2009	3,674,783	08/25/2009		ISSUED (Supplemental Register)

**Trademark Licenses**

None