

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
LOCAL MATTERS, INC.		12/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	380 INTERLOCKEN CRESCENT		
Internal Address:	SUITE 600		
City:	BROOMFIELD		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3581703	LOCAL MATTERS	
Registration Number:	3548204	LOCAL MATTERS	
Registration Number:	3262416	LOCAL MATTERS	
Registration Number:	3259371	LOCAL MATTERS	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001165		

OP \$115.00 3581703

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**TRADEMARK
 REEL: 004439 FRAME: 0594**

NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	12/22/2010
Total Attachments: 9 source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page1.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page2.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page3.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page4.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page5.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page6.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page7.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page8.tif source=SVB-LOCAL_MATTERS_IP_SECURITY_AGREEMENT#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 21, 2010 by and between SILICON VALLEY BANK ("Bank") and LOCAL MATTERS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement (Domestic Loan Facility) by and between Bank and Grantor dated December 21, 2010 (as the same may be amended, modified or supplemented from time to time, the "Domestic Loan Agreement"), that certain Loan and Security Agreement (EX-IM Loan Facility) by and between Bank and Grantor dated December 21, 2010 (as the same may be amended, modified or supplemented from time to time, the "EX-IM Loan Agreement", and together with the Domestic Loan Agreement, the "Loan Agreements"; capitalized terms used herein are used as defined in the Loan Agreements).

B. Bank is willing to make the Loans to Grantor under the Loan Agreements, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreements.

C. Pursuant to the terms of the Loan Agreements, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreements or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1221 Auraria Parkway
Denver, Colorado 80204

Attn: Nancy Hamilton, CFO

GRANTOR:

LOCAL MATTERS, INC.

By: _____
Name:
Title:

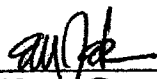
Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021

Attn: Eric Jacobson, Relationship Manager

BANK:

SILICON VALLEY BANK

By:  _____
Name: Eric Jacobson
Title: Relationship Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1221 Auraria Parkway
Denver, Colorado 80204

Attn: Nancy Hamilton, CFO

GRANTOR:

LOCAL MATTERS, INC.

By: *Nancy K. Hamilton*
Name: *Nancy K Hamilton*
Title: *CFO*

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021

Attn: Eric Jacobson, Relationship Manager

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

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EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
SYSTEM AND METHOD FOR MINING AND SEARCHING LOCALIZED BUSINESS- MARKETING AND INFORMATIONAL DATA (Abandoned)	10/858,947	06/02/2004	Aptas, Inc.	Subject to a security interest granted by Local Matters, Inc. in favor of Sandler Capital Partners V, L.P. on 10/19/2006

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
LOCAL MATTERS (Registered)	3,581,703	02/24/2009	NONE
LOCAL MATTERS (Registered)	3,548,204	12/16/2008	NONE
LOCAL MATTERS (Registered)	3,262,416	07/10/2007	NONE
LOCAL MATTERS (Registered)	3,259,371	07/03/2007	NONE
THIRD PAGE (Abandoned)	78/865,606	04/20/2006	NONE
3RD PAGE OF SEARCH (Abandoned)	78/865,598	04/20/2006	NONE
3RD PAGE OF SEARCH (Abandoned)	78/865,595	04/20/2006	NONE
THIRD PAGE OF SEARCH (Abandoned)	78/865,579	04/20/2006	NONE
THIRD PAGE OF SEARCH (Abandoned)	78/865,575	04/20/2006	NONE
THIRD PAGE (Abandoned)	78/865,512	04/20/2006	NONE
3RD PAGE (Abandoned)	78/865,511	04/20/2006	NONE
3RD PAGE (Abandoned)	78/865,506	04/20/2006	NONE
LOCAL MOSAIC (Abandoned)	77/369,647	01/11/2008	NONE

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A