

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest under Exclusive Trademark License		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Berry Company LLC		03/16/2011	LIMITED LIABILITY COMPANY: COLORADO
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: 5			
Property Type	Number	Word Mark	
Serial Number:	78834521	WINDSTREAM	
Serial Number:	78834519	WINDSTREAM	
Serial Number:	78834510	WINDSTREAM	
Serial Number:	78834516	WINDSTREAM	
Serial Number:	78854981	WINDSTREAM W	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$140.00 78834521

ATTORNEY DOCKET NUMBER:	509600/0298
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/29/2011
Total Attachments: 6 source=BerryT31#page1.tif source=BerryT31#page2.tif source=BerryT31#page3.tif source=BerryT31#page4.tif source=BerryT31#page5.tif source=BerryT31#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of March 16, 2011, by THE BERRY COMPANY LLC (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement Agreement dated as of March 16, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Article 9 Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than any United States intent-to-use trademark application to the extent and for so long as creation by the Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

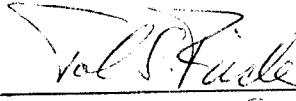
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE BERRY COMPANY LLC

By: 
Name: *John S. Fischer*
Title: *General Counsel*

[Trademark Security Agreement]

Accepted and Agreed:

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


By: Neil R. Boylan
Name: Neil R. Boylan
Title: Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 004510 FRAME: 0694

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
BERRY SALES & MARKETING SOLUTIONS*	78/290964	22-Aug-2003	3,093,847	16-May-2006	Registered
BERRYADVANTAGE*	78/561652	07-Feb-2005	3,132,076	22-Aug-2006	Registered
THE BERRY COMPANY*	73/819443	15-Aug-1989	1,605,880	10-Jul-1990	Registered, 2 nd Renewal 7/21/2010
LOCAL INSIGHT YELLOW PAGES & design 	77/423895	17-March-2008	3,618,351	12-May-2009	Registered
LOCAL INSIGHT YELLOW PAGES	77/423899	17-March-2008	3,508,547	30-Sept-2008	Registered
THE MOST USED DIRECTORY THE LOCAL FAVORITE & design	77408246	28-Feb-2008	3,775,327	13-April-2010	Registered
THE NAME THAT BUILDS BUSINESS*	78/312730	13-Oct-2003	3,184,373	12-Dec-2006	Registered
YOUR LINK TO LINCOLN*	78752960	14-Nov-2005	3,620,968	12-May-2009	Registered

Trademark Applications

* Assigned to Local Insight Berry Holdings LLC by AT&T Delaware Intellectual Property, Inc. pursuant to that certain Intellectual Property Agreement dated as of the Closing Date by and among L.M. Berry and Company, AT&T Delaware Intellectual Property, Inc., Local Insight Berry Holdings LLC and Local Insight Media, L.P., entered into in connection with the Asset Purchase Agreement dated as of February 1, 2008 between L.M. Berry and Company and Local Insight Regatta Holdings, Inc.

<u>Mark</u>	<u>Int'l Class/ Goods And Services</u>	<u>Applica- tion Ser. No./</u>	<u>Filing Date</u>	<u>Status</u>
LOCAL INSIGHT MEDIA	16, Printed telephone directories 35. Telephone directory and advertis- ing services, et al. 41, Publication of telephone directories 42, Computer services and website consulting services, et al.	77/419043	03-Nov- 2008	Pending
BERRY	16, printed telephone directories 35, telephone directory and advertising services et al 41, publication of telephone directories. 42, computer services and website con- sulting services et al	77/658,156	1/28/200 9	Pending
BE & design	16, printed telephone directories 41, publication of telephone directories 42, computer services and website con- sulting services et al	77/658,152	1/28/200 9	Pending
BERRYLEADS	16, printed telephone directories 35, telephone directory and advertising services et al 41, publication of telephone directories 42, computer services and website con- sulting services et al	77/828,562	9/17/200 9	Pending
BERRY & design	16, printed telephone directories 41, publication of telephone directories 42, computer services and website con- sulting services et al	77/658,154	1/28/200 9	Pending

Trademark Licenses

WINDSTREAM name, Class 35, filed 3/10/06 – U.S. Serial No. 78/834521

WINDSTREAM name, Class 37, filed 3/10/06 – U.S. Serial No. 78/834519

WINDSTREAM name, Class 38, filed 3/10/06 – U.S. Serial No. 78/834510

WINDSTREAM name, Class 41, filed 3/10/06 – U.S. Serial No. 78/834516

WINDSTREAM with flourish “W” logo, Class 38, filed 4/5/06, U.S. Serial No. 78/854981

The "All you need" tag line

The phrase “grow places”