

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YPG Directories, LLC		05/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3693276	YOURCOMMUNITY.COM	
Registration Number:	3693277	YOURCOMMUNITY.COM	
Registration Number:	2811262	@IT	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
Correspondent Name:	Vicky Walker, Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023714.0128		
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal		

900192614

TRADEMARK
REEL: 004546 FRAME: 0773

OP \$90.00 3693276

Signature:	/s/ Vicky Walker
Date:	05/24/2011
Total Attachments: 5 source=YPG Trademark Security Agreement#page1.tif source=YPG Trademark Security Agreement#page2.tif source=YPG Trademark Security Agreement#page3.tif source=YPG Trademark Security Agreement#page4.tif source=YPG Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made and effective as of May 12, 2010, by YPG DIRECTORIES, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Administrative Agent and Collateral Agent for the Lenders described below (together with its successors and assigns, “**Agent**”). Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of July 20, 2007 by and among (i) Ziplocal, LP, a Delaware limited partnership (the “**Company**”), formerly known as Phone Directories Company, LP, a Delaware limited partnership, HM Capital PDC 2, Inc., a Delaware corporation, (ii) HM Capital PDC GP, LLC, a Delaware limited liability company, (iii) certain Subsidiaries of the Company, (iv) the lenders from time to time party thereto (individually, each a “**Lender**” and collectively, the “**Lenders**”) and (v) Agent (as amended to date and as the same may be further amended, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Agent and the Lenders agreed, subject to the terms and conditions set forth therein, to make loans and extend other financial accommodations to the Company and certain of its Subsidiaries and Affiliates;

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to continue to perform their obligations under the Credit Agreement that Grantor shall have executed and delivered this Agreement to Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure prompt and complete payment of the Loans and the performance and observance of all of the Obligations under the Credit Documents, Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing (subject to Section 3 below) security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Company Intellectual Property (as defined in the Pledge and Security Agreement that is defined in the Credit Agreement) for which and for so long as the granting of a security interest therein shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor in any such Company Intellectual Property or (ii) a breach or termination pursuant to the terms of, or a default under, any lease, license, permit, contract, property rights (including intellectual property rights) or 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 UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable,

shall attach immediately to any portion of such lease, license, permit, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above (the “**IP Collateral**”):

(a) The U.S. and state trademark and service mark registrations, trademark and service mark applications owned by Grantor set forth on Schedule A attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(b) Any and all claims and causes of action for past, present or future infringement of any Trademarks, with the right, but not the obligation, to sue for and collect damages for infringement of any Trademarks;

(c) Any and all licenses or rights granted under any written agreement under any Trademarks, and all license fees and royalties arising from such licenses or rights, in each case only if and to the extent permitted by such licenses or rights;

(d) Any and all amendments, renewals, extensions and reissuances of any of the foregoing in subclauses (a), (b) or (c); and

(e) Any and all proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other Governmental Authority (as defined in the Credit Agreement) to which this Agreement is submitted) file and record this Agreement (and any corresponding or applicable separate forms of such jurisdiction) in order to publicly reflect the security interests of Agent and the Secured Parties in the IP Collateral granted herein.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will automatically terminate (and all rights to the IP Collateral will automatically revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations under the Credit Documents and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at Grantor’s sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Agent to evidence such termination and release of the security interests granted herein.

4. Miscellaneous.

(a) This Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Pledge and Security Agreement. The rights and remedies of Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Agreement shall be considered a Collateral

Document for all purposes.

(b) This Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]


IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

YPG DIRECTORIES, LLC

By: ZIPLOCAL, LP, its Sole Member

By: HM Capital PDC GP, LLC, its General Partner

By: _____



Name: William P Jaudes

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A
TRADEMARK COLLATERAL

Registered Trademarks:

Record Owner	Trade-mark	Registration No.	Registered on	Goods & Services
YPG Directories, LLC	YOURCOMMUNITY.COM	3,693,276	October 6, 2009	IC 016. US 002 005 022 023 029 037 038 050. G & S: print telephone directories featuring listings, maps, advertising and local information guides
YPG Directories, LLC		3,693,277	October 6, 2009	IC 016. US 002 005 022 023 029 037 038 050. G & S: print telephone directories featuring listings, maps, advertising and local information guides..
YPG Directories, LLC		2,811,262	February 3, 2004	IC 016. US 002 005 022 023 029 037 038 050. G & S: Publications, namely, website and telephone directories.