

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.		07/30/2011	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85336047	NEED IT? DEX IT.	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, 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:	509265/1213		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		
Date:	08/16/2011		

CH \$40.00 85336047

Total Attachments: 6

source=DEXT711#page1.tif

source=DEXT711#page2.tif

source=DEXT711#page3.tif

source=DEXT711#page4.tif

source=DEXT711#page5.tif

source=DEXT711#page6.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 30, 2011 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: Mark Hianik

Title: SVP, General Counsel & Corporate Secretary

ACKNOWLEDGMENT OF GRANTOR

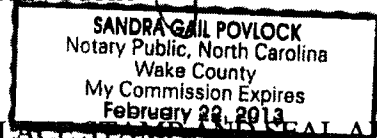
STATE OF NORTH CAROLINA

) ss
COUNTY OF WAKE)

On the 15th day of July, 2011, before me personally came MARK W. HIANIK, who is personally known to me to be the SR VP - G.C. + CORP. SEC. of Dex Media, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the SR VP - G.C. + CORP. SEC. 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.

Sandra Gail Povlock

Notary Public



(PLACE STAMP AND SEAL ABOVE)

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

By: *Peter B. Thauer*

Name: **Peter B. Thauer**
Title: **Executive Director**

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Class(es)	App. No.
NEED IT? DEX IT	9, 35, 39, 41 and 42	85/336047