

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

YellowPages.com LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) DelawareAdditional names of conveying parties attached? Yes No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) November 13, 2012

- Assignment Merger
 Security Agreement Change of Name.
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes NoName: PNC Bank, National Association, as Collateral Agent

Internal

Address: _____

Street Address: Two Tower Center BoulevardCity: East BrunswickState: New JerseyCountry: USA Zip: 08816

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Renee KellyInternal Address: CT Lien SolutionsStreet Address: 4400 Easton Commons Way
Suite 125City: ColumbusState: OH Zip: 43219Phone Number: 614-280-3569Fax Number: 800-914-4240Email Address: Renee.Kelly@wolterskluwer.com**6. Total number of applications and registrations involved:**

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

November 16, 2012

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004911 FRAME: 0001

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks and Trademark Applications

Trademark	Ownership	Status	Application Number	Registration Number	Registration Date
.COM and Design	YellowPages.com LLC	Registered	78936456	3930065	08-Mar-2011
.COM and Design	YellowPages.com LLC	Registered	78936435	3963299	17-May-2011
CLICK LESS. LIVE MORE.	YellowPages.com LLC	Registered	85103843	4154717	05-June-2012
DISCOVER LOCAL	YellowPages.com LLC	Pending	77819972		
NEED SOMETHING?	YellowPages.com LLC	Registered	76654963	3647954	30-Jun-2009
NEED SOMETHING?	YellowPages.com LLC	Registered	76652455	3647952	30-Jun-2009
SEARCH LOCAL. FIND LOCAL. SAVE LOCAL.	YellowPages.com LLC	Pending	85438501		
WE WROTE THE BOOK ON LOCAL SEARCH	YellowPages.com LLC	Registered	76655047	3369852	15-Jan-2008
WE WROTE THE BOOK ON LOCAL SEARCH	YellowPages.com LLC	Registered	76653401	3731699	29-Dec-2009
WE WROTE THE BOOK ON LOCAL SEARCH	YellowPages.com LLC	Registered	76978978	3643959	23-Jun-2009
YELLOWPAGES. COM and Design	YellowPages.com LLC	Registered	76654964	3639975	16-Jun-2009
YELLOWPAGES. COM and Design	YellowPages.com LLC	Registered	76651432	3864664	19-Oct-2010

Trademark	Ownership	Status	Application Number	Registration Number	Registration Date
YELLOWPAGES.COM and Design	YellowPages.com LLC	Registered	76979011	3696246	13-Oct-2009
YELLOWPAGES.COM WE WROTE THE BOOK ON LOCAL SEARCH and Design	YellowPages.com LLC	Registered	76655127	3639976	16-Jun-2009
YELLOWPAGES.COM WE WROTE THE BOOK ON LOCAL SEARCH and Design	YellowPages.com LLC	Registered	76979016	3715627	24-Nov-2009
YP and Design	YellowPages.com LLC	Pending	85151997		
YP and Design	YellowPages.com LLC	Registered	85152106	3947963	19-Apr-2011
YP.COM DISCOVER LOCAL and Design	YellowPages.com LLC	Pending	77915786		
YPClicks!	YellowPages.com LLC	Registered	78421109	3010926	01-Nov-2005
YPMOBILE	YellowPages.com LLC	Registered	77300196	3683695	15-Sep-2009
YPTV	YellowPages.com LLC	Registered	77016384	3705714	03-Nov-2009
YELLOWPAGES.COM and Design	YellowPages.com LLC	Registered	76108165	2824295	23-Mar-2004

GRANT OF SECURITY INTEREST-- TRADEMARKS

YELLOWPAGES.COM LLC

WHEREAS, YellowPages.com LLC (the "Grantor") has adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 13, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of PNC Bank, National Association, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, however, that, notwithstanding anything to the contrary in this Grant of Security Interest – Trademarks, Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest -
Trademarks to be duly executed by its officer thereunto duly authorized as of November 13
2012.

YELLOWPAGES.COM LLC

By: 
Name: Mark Smith
Title: Chief Financial Officer