

## 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
YELLOW PAGES GROUP CORP.		12/20/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	BNY TRUST COMPANY OF CANADA		
Street Address:	1001 de Maisonneuve Blvd. West		
Internal Address:	Suite 650		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2A 3C8		
Entity Type:	Trust Company: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3371644	RESTAURANTICA	
Serial Number:	85014169		
Serial Number:	85014187		
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	41358.00000		
DOMESTIC REPRESENTATIVE			

900242053

TRADEMARK  
 REEL: 004926 FRAME: 0656

CH \$90.00 3371644

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	12/20/2012
<b>Total Attachments: 5</b> source=Trademark Security Agreement -- YPG#page1.tif source=Trademark Security Agreement -- YPG#page2.tif source=Trademark Security Agreement -- YPG#page3.tif source=Trademark Security Agreement -- YPG#page4.tif source=Trademark Security Agreement -- YPG#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of December 20, 2012 (this "**Agreement**"), between Yellow Pages Group Corp., a corporation incorporated under the federal laws of Canada (the "**Grantor**") and BNY TRUST COMPANY OF CANADA ("**BNY**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among YPG Financing Inc., a Canadian corporation (the "**Issuer**"), Yellow Media Limited., a Canadian corporation (the "**Corporation**"), certain subsidiaries of the Corporation from time to time party thereto, including the Grantor, and the Collateral Agent and (b) the Trust Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**"), the Issuer, the Corporation, certain subsidiaries of the Corporation from time to time party thereto, including the Grantor, BNY, as Canadian Trustee and the Bank of New York Mellon, as U.S. Trustee. The Holders of the Notes have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Indenture and the Notes. The Grantor will derive substantial benefits from the extension of credit pursuant to the Indenture and is willing to execute and deliver this Agreement in order to induce the Holders of the Notes to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Indenture or Security Agreement, as applicable. The rules of construction specified in Article 1 of the Indenture also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations under the Notes and the Note Guarantees, the Grantor hereby assigns and pledges to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, including but not limited to all trademark registrations and applications set forth on Schedule I attached hereto (the "**Trademarks**");

(b) all extensions and renewal of the foregoing;

(c) all goodwill associated with or symbolized by any of the foregoing and all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and

(e) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Security Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

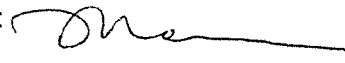
SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York (excluding the choice of law principles other than Sections 5-1401 and 5-1402 of the General Obligations Law).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

YELLOW PAGES GROUP CORP.

By:



Name: François D. Ramsay  
Title: Senior Vice President, General  
Counsel and Secretary

BNY TRUST COMPANY OF CANADA, as  
Collateral Agent

By:



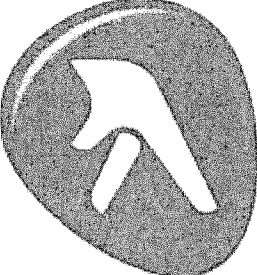

Name: Pierre Tremblay  
Title: Vice President, Corporate Trust Services

Schedule I

*U.S. Trademark Registrations*

Mark	Reg. Date	Reg. No.
RESTAURANTICA	January 22, 2008	3,371,644

*U.S. Trademark Applications*

Mark	Application Filing Date	Serial No.
	April 14, 2010	85/014,169
	April 14, 2010	85/014,187