

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
infoUSA Inc.		04/11/2013	CORPORATION: DELAWARE
Infogroup Inc.		04/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19, Agency Mgmt
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1839108	AMERICAN BIG BUSINESSES DIRECTORY
Registration Number:	1979086	AMERICAN BUSINESS DIRECTORIES
Registration Number:	1888255	AMERICAN BUSINESS INFORMATION
Registration Number:	1891315	AMERICAN BUSINESS INFORMATION
Registration Number:	1826004	AMERICAN MANUFACTURERS DIRECTORY
Registration Number:	2217990	BUSINESS CREDIT USA
Registration Number:	2213944	CROSS+SEARCH PLUS
Registration Number:	1882436	DATABASE AMERICA
Registration Number:	1613215	
Registration Number:	3940152	INFOGROUP
Registration Number:	1873712	INFOTYME
Registration Number:	2735945	LIBRARY USA.COM
Registration Number:	2331302	POWERFINDER

TRADEMARK

Registration Number:	1806835	PRESORT NAMEBANK
Registration Number:	2021865	PROCD
Registration Number:	1901521	PROCD
Registration Number:	2013407	PRO CD
Registration Number:	2010441	SELECT PHONE
Serial Number:	85548315	B2BADVANTAGE
Serial Number:	85541264	DATA AXLE
Serial Number:	85662708	SAPPHIRE
Serial Number:	85624120	TARGETZONE
Serial Number:	85745393	YESMAIL INTERACTIVE
Serial Number:	85745456	YESMAIL INTERACTIVE

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/11/2013

Total Attachments: 13
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U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NO./ APPLICATION NO.</u>	<u>APPLICATION DATE</u>	<u>REGISTERED OWNER</u>
B2BADVANTAGE	85548315	02-21-2012	INFOGROUP INC.
DATA AXLE	85541264	02-13-2012	INFOGROUP INC.
SAPPHIRE	85662708	06-27-2012	INFOGROUP INC.
TARGETZONE	85624120	05-14-2012	INFOGROUP INC.
YESMAIL INTERACTIVE	85745393	10-04-2012	INFOGROUP INC.
YESMAIL INTERACTIVE	85745456	10-04-2012	INFOGROUP INC.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "*Trademark Security Agreement*") dated April 11, 2013 is made by the Persons listed on Annex A hereto (collectively, the "*Grantors*") in favor of Bank of America, N.A., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Infogroup Inc., a Delaware corporation, has entered into a Credit Agreement dated as of May 26, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with Omaha Holdco Inc., a Delaware corporation, the Lenders party thereto and Bank of America, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of May 26, 2011 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks constituting Material Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark constituting Material Intellectual Property owned by such Grantor (including, without limitation, each Trademark registration and application therefor, with all renewals thereof, referred to in Annex B hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark); *provided* that no security interest shall be granted in any intent-to-use Trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity or any enforceability of such intent-to-use Trademark applications under applicable law;

(ii) all rights in the foregoing provided by international treaties or conventions and all other rights corresponding thereto throughout the world; and

(iii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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

**EXECUTED ON BEHALF OF EACH OF THE
GRANTORS LISTED ON ANNEX A
ATTACHED HERETO**

By: 
Name: John Mills
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]



**Annex A
to Trademark
Security Agreement**

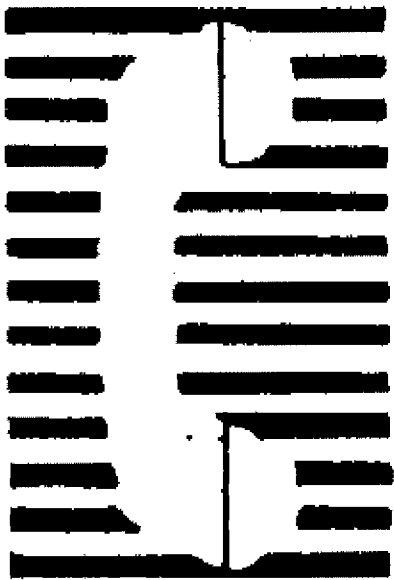

Grantors


*info*USA Inc.
Infogroup Inc.

Annex B
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>REGISTERED OWNER</u>
AMERICAN BIG BUSINESSES DIRECTORY (Word Only)	1839108	06-07-1994	INFOGROUP INC.
 AMERICAN BUSINESS DIRECTORIES (Word and Design)	1979086	06-11-1996	INFOGROUP INC.
 AMERICAN BUSINESS INFORMATION (Word and Design)	1888255	04-11-1995	INFOGROUP INC.
AMERICAN BUSINESS INFORMATION (Word Only)	1891315	04-25-1995	INFOGROUP INC.
AMERICAN MANUFACTURERS DIRECTORY (Word Only)	1826004	03-08-1994	INFOGROUP INC.

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>REGISTERED OWNER</u>
BUSINESS CREDIT USA (Word Only)	2217990	01-12-1999	INFOGROUP INC.
CROSS+SEARCH PLUS (Word Only)	2213944	12-29-1998	INFOGROUP INC.
DATABASE AMERICA (Word Only)	1882436	03-07-1995	INFOGROUP INC.
 (Design Only)	1613215	09-11-1990	INFOUSA INC.
INFOGROUP (Block Letters)	3940152	04-05-2011	INFOGROUP INC.
INFOTYME (Word Only)	1873712	01-17-1995	INFOGROUP INC.
 LIBRARY USA.COM (Word and Design)	2735945	07-15-2003	INFOGROUP INC.
POWERFINDER (Word Only)	2331302	03-21-2000	INFOGROUP INC.

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>REGISTERED OWNER</u>
PRESORT NAMEBANK (Word Only)	1806835	11-23-1993	INFOGROUP INC.
 PROCD (Word and Design)	2021865	12-10-1996	INFOGROUP INC.
PROCD (Word Only)	1901521	06-27-1995	INFOGROUP INC.
PRO CD (Word Only)	2013407	11-05-1996	INFOGROUP INC.
SELECT PHONE (Word Only)	2010441	10-22-1996	INFOGROUP INC.

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TARGETZONE	85624120	05-14-2012	INFOGROUP INC.
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