

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dex One Corporation		04/26/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R.H. Donnelley Inc.		
<b>Street Address:</b>	1001 Winstead Drive		
<b>City:</b>	Cary		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27513		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75511597	RHDONNELLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	11409-9 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>Signature:</b>	/Renee M. Prescan/		

CH \$40.00 75511597

Date:

04/26/2013

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of April 26, 2013 ("Effective Date") by and between **DEX ONE CORPORATION**, a Delaware corporation, located at 1001 Winstead Drive, Cary, North Carolina 27513 ("Assignor") and **R.H. DONNELLEY INC.**, a Delaware corporation, located at 1001 Winstead Drive, Cary, North Carolina 27513 ("Assignee").

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark registration set forth on Schedule A (the "Mark"), along with all goodwill associated therewith and all common-law rights related thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the Mark, including, without limitation, all common law rights associated therewith, any registrations and applications of the foregoing, any renewals and extensions of any of the foregoing, and all corresponding rights that are or may be secured under the laws of the United States and elsewhere, now or hereafter arising or in effect, together with the goodwill associated therewith, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to all causes of action and remedies related to the Mark and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of any of the foregoing and all rights to recover damages or lost profits in connection therewith.

Assignor agrees, at the reasonable request and expense of Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may reasonably be required or necessary to more effectively secure to, record in the name of, protect and vest in Assignee and its successors and assigns, the entire right, title and interest in and to the Mark. Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), including by .pdf, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


**DEX ONE CORPORATION**

By: Terry Hurley  
Name: Terry Hurley  
Title: V.P. + Asst. General Counsel

**R.H. DONNELLEY INC.**

By: Terry Hurley  
Name: Terry Hurley  
Title: V.P. + Asst. General Counsel

**SCHEDULE A TO  
TRADEMARK ASSIGNMENT**

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
United States of America	RHDONNELLEY (AND DESIGN)  	75/511597	2299646