

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dex Media, Inc.		04/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dex Media BRE LLC
Street Address:	1001 Winstead Drive
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27513
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3134036	DEX MEDIA
Registration Number:	1890221	"IT'S WHAT TO DO WHEN YOU FINISH A GOODB
Registration Number:	3268025	DEX
Registration Number:	3868191	DEX
Registration Number:	3560019	DEX
Registration Number:	3467731	DEX
Registration Number:	3048735	DEX
Registration Number:	2561784	DEX
Registration Number:	3560017	DEX
Registration Number:	3466560	DEX
Registration Number:	3880622	DEX
Serial Number:	85463931	DEX DIGITAL
Registration Number:	3868190	DEX KNOWS
Registration Number:	3023021	DEX KNOWS

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Registration Number:	3540936	DEX KNOWS
Registration Number:	3877571	DEX KNOWS
Registration Number:	3877824	DEX NET
Registration Number:	3909182	DEX ONE
Registration Number:	3909181	DEX ONE
Registration Number:	3979050	DEX ONE
Registration Number:	3979049	DEX ONE
Registration Number:	3188030	DEX PLUS
Registration Number:	3531694	DEXKNOWS.COM
Registration Number:	3798392	
Registration Number:	3545521	
Registration Number:	2429906	
Serial Number:	85336047	NEED IT? DEX IT.
Registration Number:	3490066	POWERED BY DEX
Registration Number:	3627623	POWERED BY DEX
Registration Number:	4167579	SHOPTALK
Registration Number:	1802892	THE DIRECTORY SOURCE
Registration Number:	3413031	TU VIDA NUEVA
Registration Number:	3555552	YOUR BUSINESS
Registration Number:	3562776	YOUR BUSINESS ONLINE

CORRESPONDENCE DATA

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10409-9 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	05/07/2013

Total Attachments: 8

TRADEMARK
REEL: 005022 FRAME: 0002

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 30, 2013 ("Effective Date") by and between **DEX MEDIA, INC.**, a Delaware corporation, located at 1001 Winstead Drive, Cary, North Carolina 27513 ("Assignor") and **DEX MEDIA BRE LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, NewDex, Inc., Dex Media East, Inc., and JPMorgan Chase Bank, N.A. are parties to that certain Credit Agreement, along with the several banks and other financial institutions or entities from time to time party thereto, dated as of October 24, 2007, as amended and restated as of January 29, 2010 and as further amended and restated as of the Effective Date (the "Dex East Credit Agreement");

WHEREAS, NewDex, Inc., R.H. Donnelley Inc., and Deutsche Bank Trust Company Americas are parties to that certain Fourth Amended and Restated Credit Agreement, along with the several banks and other financial institutions or entities from time to time party thereto, dated as of the Effective Date (the "RHD Credit Agreement");

WHEREAS, NewDex, Inc., Dex Media, Inc., Dex Media West, Inc., and JPMorgan Chase Bank, N.A. are parties to that certain Credit Agreement, along with the several banks and other financial institutions or entities from time to time party thereto, dated as of June 6, 2008, as amended and restated as of January 29, 2010 and as further amended and restated as of the Effective Date (the "Dex West Credit Agreement," together with the Dex East Credit Agreement and RHD Credit Agreement, the "Credit Agreements"); and

WHEREAS, pursuant to the Credit Agreements, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to all of the following owned by Assignor, including those existing on the Effective Date and/or thereafter (the "Marks"): means all current and future (i) trademarks, service marks, trade styles, and logos (including all registrations and recordings thereof and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and including, without limitation, the trademark registrations and applications for the registration of trademarks set forth on Schedule A) and (ii) trademark rights in any trade names, corporate names, company names, business names, fictitious business names, other source or business identifiers, Internet domain names, subdomain names and social media account or page addresses (but excluding all other rights in the foregoing items in this subsection (ii), including any rights in any registrations or recordings for the foregoing items), and in each case of subsections (i) and (ii), all goodwill associated therewith and all common-law rights related thereto.

NOW, THEREFORE, in consideration of the terms and conditions of the Credit Agreements and the mutual covenants contained herein, and for other 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 Marks, including, without limitation, all common law rights associated therewith, any registrations and applications of any 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 Marks 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 Marks. Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks. 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 MEDIA, INC.

By: _____

Name: Mark W. Hianik

Title: Senior Vice President, General
Counsel, Chief Administrative Officer,
and Corporate Secretary



DEX MEDIA BRE LLC


By: _____





Name: Mark W. Hianik


Title: Senior Vice President, General
Counsel, Chief Administrative Officer,
and Corporate Secretary

**SCHEDULE A TO
TRADEMARK ASSIGNMENT**

Country	Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
United States	DEX MEDIA	78/475866	8/30/2004	3134036	8/22/2006
United States	IT'S WHAT TO DO WHEN YOU FINISH A GOOD BOOK	74/534562	6/7/1994	1890221	4/18/1995
United States	DEX	78/898838	6/2/2006	3268025	7/24/2007
United States	DEX	77/693837	3/18/2009	3868191	10/26/2010
United States	DEX	77/405266	2/25/2008	3560019	1/13/2009
United States	DEX	77/365588	1/7/2008	3467731	7/16/2008
United States	DEX	78/365550	2/10/2004	3048735	1/24/2006
United States	DEX	76/292825	7/31/2001	2561784	4/16/2002
United States	DEX (STYLIZED) 	77/404912	2/25/2008	3560017	1/13/2009
United States	DEX (STYLIZED) 	77/323487	11/7/2007	3466560	7/15/2008
United	DEX (STYLIZED)	77/666228	2/9/2009	3880622	11/23/2010

Country	Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
States	(Lower Case) 				
United States	DEX DIGITAL	85/463931	11/03/2011		
United States	DEX KNOWS	77/693831	3/18/2009	3868190	10/26/2010
United States	DEX KNOWS	78/365585	1/20/2004	3023021	12/06/2005
United States	DEX KNOWS	77/123002	03/06/2007	3540936	12/02/2008
United States	DEX KNOWS (STYLIZED) 	77/686314	03/09/2009	3877571	11/16/2010
United States	DEX NET	77/795894	08/03/2009	3877824	11/16/2010
United States	DEX ONE	77/900536	12/23/2009	3909182	1/18/2011
United States	DEX ONE	77/900534	12/23/2009	3909181	1/18/2011
United States	DEX ONE (AND) DESIGN 	77/942367	2/23/2010	3979050	6/14/2011

Country	Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
United States	DEX ONE (AND DESIGN) 	77/942359	2/23/2010	3979049	6/14/2011
United States	DEX PLUS	78/519669	11/18/2004	3188030	12/19/2006
United States	DEXKNOWS.COM	77/123007	03/06/2007	3531694	11/11/2008
United States	MISCELLANEOUS DESIGN (DIRECTORY COVER TRADE DRESS) 	77/714359	4/15/2009	3798392	6/8/2010
United States	MISCELLANEOUS DESIGN (DIRECTORY COVER TRADE DRESS) 	77/332842	11/19/2007	3545521	12/09/2008
United States	MISCELLANEOUS DESIGN (POINTING FINGER) 	75/931123	2/29/2000	2429906	2/20/2001
United States	NEED IT? DEX IT	85/336047	6/2/2011		

Country	Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
United States	POWERED BY DEX	77/975699	5/11/2007	3490066	8/19/2008
United States	POWERED BY DEX	77/178412	5/11/2007	3627623	5/26/2009
United States	SHOPTALK (AND DESIGN) 	85/463750	11/03/2011	4167579	07/03/2012
United States	THE DIRECTORY SOURCE	74/149099	3/11/1991	1802892	11/02/1993
United States	TU VIDA NUEVA	78/784619	01/04/2006	3413031	04/15/2008
United States	YOUR BUSINESS	77/378240	01/23/2008	3555552	12/30/2008
United States	YOUR BUSINESS ONLINE	77/378244	01/23/2008	3562776	01/13/2009
Canada	DEX	1124800	12/11/2001	TMA687502	05/10/2007
Canada	DEX	1318143	09/27/2006	TMA711922	04/15/2008
Canada	DEX	1399539	6/13/2008	TMA809007	10/13/2011
Canada	DEX ONE	1477422	4/19/2010	TMA808099	09/30/2011
European Community	DEX	002511350	12/21/2011	002511350	08/21/2003
European Community	DEX	006987408	06/13/2008	006987408	12/11/2009
European Community	DEX	007330236	10/21/2008	007330236	06/09/2009

Country	Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
European Community	DEX	010199107	08/16/2011		
European Community	DEX KNOWS	006229884	08/28/2007	006229884	06/09/2008
European Community	DEX MEDIA	004090486	10/26/2004	004090486	06/09/2008
Mexico	DEX	1073702	03/11/2010	1193152	12/01/2010
Mexico	DEX	809254	09/27/2006	976145	03/13/2007
Mexico	DEX	942067	06/19/2008	1199954	02/08/2011
Mexico	DEX	809255	9/27/2006	968249	12/18/2006
Mexico	DEX	809256	9/27/2006	979210	3/29/2007
Mexico	DEX ONE	1092849	05/28/2010	1195749	01/07/2011
Mexico	DEX SABE	732030	08/03/2005	921968	02/27/2006
Mexico	DEX SABE	732032	08/03/2005	901592	09/27/2005
Mexico	EL QUE SE USA	732029	08/03/2005	901591	09/27/2005