

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R.H. Donnelley Inc.		04/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	R.H. Donnelley 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: 8

Property Type	Number	Word Mark
Registration Number:	2299646	RHDONNELLEY
Registration Number:	0575391	THE RED BOOK
Registration Number:	3239664	PLUS
Registration Number:	1832720	
Registration Number:	3182965	
Registration Number:	3352465	NET CLICKS
Registration Number:	3357615	YOUR BUSINESS COMMONSENSE GUIDE TO SUCCE
Registration Number:	3191569	WIRED!

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

CH \$215.00 2299646

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 11409-9 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 05/07/2013

Total Attachments: 5

source=IP - Trademark Assignment - R H Donnelley Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_(24670785_8)#page1.tif

source=IP - Trademark Assignment - R H Donnelley Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_(24670785_8)#page2.tif

source=IP - Trademark Assignment - R H Donnelley Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_(24670785_8)#page3.tif

source=IP - Trademark Assignment - R H Donnelley Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_(24670785_8)#page4.tif

source=IP - Trademark Assignment - R H Donnelley Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_(24670785_8)#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 30, 2013 ("Effective Date") by and between **R.H. DONNELLEY INC.**, a Delaware corporation, located at 1001 Winstead Drive, Cary, North Carolina 27513 ("Assignor") and **R.H. DONNELLEY 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.

R.H. DONNELLEY INC.

By: _____

Name: Mark W. Hianik

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

R.H. DONNELLEY 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	RHDONNELLEY (AND DESIGN) 	75/511597	07/01/1998	2299646	12/14/1999
United States	THE RED BOOK (STYLIZED) <i>The</i> RED BOOK	71/605202	10/20/1950	0575391	06/09/1953
United States	PLUS (STYLIZED) <i>Plus</i>	78/925576	07/10/2006	3239664	05/08/2007
United States	MISCELLANEOUS DESIGN (COVER) 	74/314342	09/16/1992	1832720	04/25/1994
United States	MISCELLANEOUS DESIGN (SBC BLUE DIRECTORY COVER) 	78/658960	06/27/2005	3182965	12/12/2006
United States	NET CLICKS	78/961797	08/28/2006	3352465	12/11/2007
United States	YOUR BUSINESS COMMONSENSE GUIDE TO SUCCESS	78/811442	02/09/2006	3357615	12/18/2007
United States	WIRED! (STYLIZED)	78/658952	06/27/2005	3191569	01/02/2007

Country	Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
	WRED!				