

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
Dex One Service, Inc.		04/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dex One Services 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: 3			
Property Type	Number	Word Mark	
Serial Number:	85574619	HOW FINDABLE ARE YOU?	
Serial Number:	85574662	GET YOUR FINDABLE SCORE	
Serial Number:	85575314	BUNDLEBUILDER	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	11409-9 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

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Signature:	/Renee M. Prescan/
Date:	05/07/2013
Total Attachments: 4 source=IP - Trademark Assignment - Dex One Service, Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_ (24670452_11) #page1.tif source=IP - Trademark Assignment - Dex One Service, Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_ (24670452_11) #page2.tif source=IP - Trademark Assignment - Dex One Service, Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_ (24670452_11) #page3.tif source=IP - Trademark Assignment - Dex One Service, Inc. (KE 04.17.13)\$\$ (EXECUTION VERSION)_ (24670452_11) #page4.tif	

TRADEMARK ASSIGNMENT

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

By: _____

Name: Mark W. Hianik

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

DEX ONE SERVICES 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
United States	HOW FINDABLE ARE YOU?	85/574619	03/20/2012
United States	GET YOUR FINDABLE SCORE	85/574662	03/20/2012
United States	BUNDLEBUILDER	85/575314	03/21/2012