

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
YellowPages.com LLC		06/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	1111 Fannin Street, Floor 10
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	85151997	YP
Serial Number:	85438501	SEARCH LOCAL. FIND LOCAL. SAVE LOCAL.
Registration Number:	3947963	YP
Registration Number:	4154717	CLICK LESS. LIVE MORE.
Registration Number:	3930065	.COM
Registration Number:	3963299	.COM
Serial Number:	77819972	DISCOVER LOCAL
Registration Number:	3683695	YPMOBILE
Registration Number:	3705714	YPTV
Registration Number:	3715627	YELLOWPAGES.COM WE WROTE THE BOOK ON LOC
Registration Number:	3696246	YELLOWPAGES.COM
Registration Number:	3643959	WE WROTE THE BOOK ON LOCAL SEARCH
Registration Number:	3639976	YELLOWPAGES.COM WE WROTE THE BOOK ON LOC
Registration Number:	3369852	WE WROTE THE BOOK ON LOCAL SEARCH

**TRADEMARK**

**900259715**

**REEL: 005062 FRAME: 0922**

**CH \$540.00 85151997**

Registration Number:	3639975	YELLOWPAGES.COM
Registration Number:	3647954	NEED SOMETHING?
Registration Number:	3731699	WE WROTE THE BOOK ON LOCAL SEARCH
Registration Number:	3647952	NEED SOMETHING?
Registration Number:	3864664	YELLOWPAGES.COM
Registration Number:	2824295	YELLOWPAGES.COM
Registration Number:	3010926	YPCCLICKS!

**CORRESPONDENCE DATA**

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Phone: (212) 455-2292  
Email: ksolomon@stblaw.com  
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ATTORNEY DOCKET NUMBER:	509265/1770
NAME OF SUBMITTER:	Zara Ohiorhenuan
Signature:	/zo/
Date:	07/02/2013

**Total Attachments: 4**  
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source=YellowPages com TM Short Form (Execution)#page4.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

June 4, 2013

WHEREAS, YellowPages.com LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 4, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of JPMorgan Chase Bank, N.A., as the Administrative Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, however, that, notwithstanding anything to the contrary in this Grant of Security Interest in Trademark Rights ("Agreement"), Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein (including that the liens and security interests securing the obligations described in the Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder of such obligations are subject to the provisions of the Intercreditor Agreement (as defined in the Security Agreement)).

In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 4th day of June, 2013.

YELLOWPAGES.COM LLC

as Grantor

By:   
Name: Mark Smith  
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_   
Name:  
Title: **Goh Siew Tan**  
**Vice President**

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks and Trademark Applications

<b>Title</b>	<b>Registration or Serial Number</b>
YP AND DESIGN	85/151997
SEARCH LOCAL. FIND LOCAL, SAVE LOCAL.	85/438501
YP AND DESIGN	3947963
CLICK LESS. LIVE MORE.	4154717
.COM AND DESIGN	3930065
.COM AND DESIGN	3963299
DISCOVER LOCAL	77/819972
YPMOBILE	3683695
YPTV	3705714
YELLOWPAGES.COM WE WROTE THE BOOK ON LOCAL SEARCH AND DESIGN	3715627
YELLOWPAGES.COM AND DESIGN	3696246
WE WROTE THE BOOK ON LOCAL SEARCH	3643959
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WE WROTE THE BOOK ON LOCAL SEARCH	3369852
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