TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SuperMedia BRE LLC		12/07/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86029032	SHE'S GOT WHEELS
Serial Number:	86029042	A WOMAN'S GUIDE TO CAR SHOPPING

CH $65.00 86029032

CORRESPONDENCE DATA

Fax Number: 6502515002

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

Phone: 6502515027
Email: jmull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509600/0289
NAME OF SUBMITTER:	J. Jason Mull

Signature:	/J. Jason Mull/
Date:	01/02/2014

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT dated as of December 7, 2013 (this "Agreement"), between SUPERMEDIA BRE LLC (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent").

Reference is made to (a) the Loan Agreement dated as of December 31, 2009 (the "Loan Agreement"), among Idearc, Inc. (the "Borrower"), the Lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and (b) the Guarantee and Collateral Agreement dated as of December 31, 2009 (the "Collateral Agreement"), among the Borrower, the subsidiaries from time to time party thereto and the Collateral Agent. Pursuant to the Reorganization Plan (as defined in the Loan Agreement), the Lenders will be deemed to have made Loans in an original aggregate principal amount of $2,750,000,000 to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The execution and delivery of this Agreement is required by the terms of the Collateral Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Collateral Agreement or in the Loan Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, granted to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications now or hereafter owned filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) any written U.S. license agreement of the Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory

now or hereafter covered by such licenses, including those listed on Schedule I hereto.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to, and "Trademark Collateral" shall not include, (i) any contract, agreement, General Intangible, Instrument, Chattel Paper, or License (each a "Restrictive Agreement") to which Grantor is a party or any of its rights or interests thereunder to the extent and for so long as the grant of the security interest shall constitute or result in (A) the unenforceability, abandonment or invalidation of any right of Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such Restrictive Agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or any other applicable law of similar effect); provided, however, that the security interest shall attach immediately at such time as the condition causing such unenforceability, abandonment or invalidation shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract or agreement that does not result in any of the consequences specified in (A) or (B) including any proceeds of such contract or agreement or (ii) any "intent-to-use" application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent the inclusion in the Collateral would violate such section, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

SUPERMEDIA BRE LLC

By: _____

Name: Samuel D Jones

Title: CFO

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

By: _____
Name:
Title: **Neil R. Boylan**
Managing Director

SCHEDULE I

Trademark Registrations and Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date
SHE'S GOT WHEELS	86029032	8/5/2013		
A WOMAN'S GUIDE TO CAR SHOPPING	86029042	8/5/2013		