

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST – TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YP Intellectual Property LLC		02/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as collateral agent		
Street Address:	225 Fifth Avenue		
Internal Address:	6th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85863414	HAND SELECTED	
Serial Number:	85863398	HANDSELECTED	
Serial Number:	85764066	PROJECT REDIRECTORY PHONE BOOK RECYCLING	
Serial Number:	85849004	LEADS LEADER FOR LOCAL BUSINESS	
Serial Number:	85797278	YP M	
Serial Number:	85797276	YP M	
Serial Number:	85795808	YP FOR MERCHANTS	
Serial Number:	85795804	YP FOR ADVERTISERS	
Serial Number:	86013759	THE NEW WAY TO DO	
Serial Number:	86013763	YP	
CORRESPONDENCE DATA			
Fax Number:	2125935955		

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TRADEMARK
 REEL: 005227 FRAME: 0719

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

Phone: 212-756-2336
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	052355-0003
NAME OF SUBMITTER:	Melissa Karp (052355.0003)
Signature:	/kc for mk/
Date:	02/28/2014

Total Attachments: 3

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source=Trademark Grant of Security Interest for YP Intellectual Property LLC (Feb 2014)#page3.tif

GRANT OF SECURITY INTEREST- - TRADEMARKS

YP INTELLECTUAL PROPERTY LLC

WHEREAS, YP Intellectual Property 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 November 13, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of PNC Bank, National Association, as the Collateral 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 – Trademarks, 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;

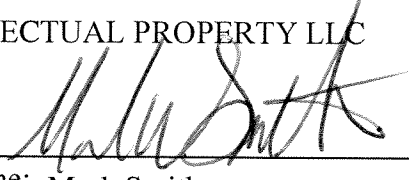
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Lenders a continuing security 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.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest
-Trademarks to be duly executed by its officer thereunto duly authorized as of February
20, 2014.

YP INTELLECTUAL PROPERTY LLC

By:


Name: Mark Smith

Title: Chief Financial Officer

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks and Trademark Applications

Title	Registration or Serial Number
HAND SELECTED AND DESIGN	85/863414
HANDSELECTED	85/863398
PROJECT REDIRECTORY PHONE BOOK RECYCLING	85/764066
LEADS LEADER FOR LOCAL BUSINESS	85/849004
YP M AND DESIGN	85/797278
YP M AND DESIGN	85/797276
YP FOR MERCHANTS	85/795808
YP FOR ADVERTISERS	85/795804
THE NEW WAY TO DO	86013759
YP AND DESIGN	86013763

Owned by YP Intellectual Property LLC