

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
hibu Inc.		03/03/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Global Loan Agency Services Limited
Street Address:	2 London Wall Buildings
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 5UU
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4137067	BEYOND YELLOW
Registration Number:	3506946	BEYOND YELLOW PAGES
Registration Number:	4168562	CHATTERHUB
Registration Number:	4154889	CHATTERHUB
Registration Number:	1854655	THE ONE BOOK
Registration Number:	3281915	WEBREACH
Registration Number:	4027015	WEFORIA
Registration Number:	1821232	WOLLEY SEGAP
Registration Number:	3756368	YELLOW BOOK
Registration Number:	3756369	YELLOW BOOK
Registration Number:	3791740	YELLOW BOOK
Registration Number:	4166439	YELLOWBOOK
Registration Number:	4336919	YELLOWBOOK
Registration Number:	4403647	YELLOWBOOK 360

CH \$390.00 4137067

Registration Number:

3801438

YELLOWBOOK.COM

**CORRESPONDENCE DATA**

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

039889-005

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

03/04/2014

Total Attachments: 6

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**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of 23 MARCH, 2011, among hibu Inc., a Delaware corporation (the "Grantor") and Global Loan Agency Services Limited, as security agent for the Secured Parties (as defined in the Security Agreement referred to below) (herein in such capacity, the "Security Agent").

**RECITALS**

- (A) Certain parties thereto have entered into a facilities agreement originally dated 30 November 2009 as amended and/or restated from time to time including on the date of this Agreement by the Final SFA Amendment and Restatement Agreement into the amended and restated UK/US facilities agreement dated the date of this Agreement and between, among others, Eagle Topco 2013 Limited, Eagle Midco 2013 Limited, Eagle Bidco 2013 Limited, certain entities as obligors named therein, Eagle Debtco Limited as the Original Lender, Global Loan Agency Services Limited as Agent and Security Agent (the "**UK/US Facilities Agreement**").
- (B) Certain parties thereto have entered into an Intercreditor Agreement originally dated 30 November 2009 between, among others, hibu (UK) Ltd (formerly Yell Ltd), hibu Connect SAU (formerly Yell Publicidad SAU), YH Ltd and the Security Agent (following transfer of the security agency role from HSBC Bank pic) as amended and restated from time to time, including by the ICA Amendment and Restatement Deed (the "**Intercreditor Agreement**").
- (C) The Grantor is party to a Security Agreement, dated the date hereof, in favor of the Security Agent (the "**Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the UK/US Facilities Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**SECTION 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2 Grant of Security Interest in Intellectual Property Collateral**

(As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under

- (a) all Copyrights to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing, and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**SECTION 3 Separate and Distinct Grants of Security**

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent (a) for the benefit of the Secured Parties and securing the Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests.

**SECTION 4 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

**SECTION 5 Security Agreement**

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

**SECTION 6 Governing Law**

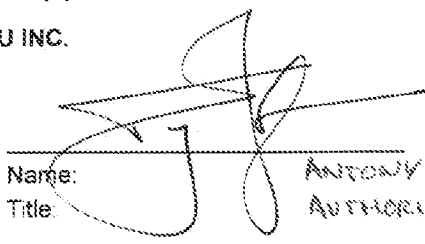
**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HIBU INC.

By   
Name: ANTHONY GATES  
Title: AUTHORIZED SIGNATORY

ACCEPTED AND AGREED:  
GLOBAL LOAN AGENCY SERVICES LIMITED, as Security Agent

By   
Name: MISS P. LENNON  
Title: DIRECTOR

SCHEDULE I  
COPYRIGHT REGISTRATIONS

None

SCHEDULE II  
PATENT REGISTRATIONS

None

SCHEDULE III  
TRADEMARK REGISTRATIONS

Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No. or Appln. No.</u>	<u>Date</u>
hibu Inc.	BEYOND YELLOW	4137067	May 1, 2012
hibu Inc.	BEYOND YELLOW PAGES	3506946	September 30, 2008
hibu Inc.	CHATTERHUB	4168562	July 3, 2012
hibu Inc.	CHATTERHUB	4154889	June 5, 2012
hibu Inc.	THE ONE BOOK	1854655	September 20, 1994
hibu Inc.	WEBREACH	3281915	August 21, 2007
hibu Inc.	WEFORIA	4027015	September 13, 2011
hibu Inc.	WOLLEY SEGAP	1821232	February 15, 1994
hibu Inc.	YELLOW BOOK	3756368	March 9, 2010
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hibu Inc.	YELLOW BOOK	3791740	May 25, 2010
hibu Inc.	YELLOWBOOK	4166439	July 3, 2012
hibu Inc.	YELLOWBOOK	4336919	May 21, 2013
hibu Inc.	YELLOWBOOK 360	4403647	September 17, 2013
hibu Inc.	YELLOWBOOK.COM	3801438	June 15, 2010