

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
U.S. Bank		02/28/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CHA Media LLC		
Street Address:	160 Inverness Drive West, Suite 400		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2891520	CINCINNATI BELL DIRECTORY	
Registration Number:	1646240	THE WORK BOOK	
Registration Number:	1665468	THE WORK BOOK	
Registration Number:	3665800	HYP MEDIA	
Registration Number:	1954015	PHONE BOOK RECYCLING	
Serial Number:	86066406	CINCYMEDIA	
Serial Number:	86066387	ARCTICREACH	
Serial Number:	86018239	ARCTICREACH MEDIA	
Serial Number:	86052142	HAWAII REACH MEDIA	
Serial Number:	86066401	LOCAL SEARCH. SIMPLIFIED.	
Serial Number:	86066396	HAWAIIREACH	
CORRESPONDENCE DATA			
Fax Number:	3127069000		

CH \$290.00 2891520

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

Phone: 312-701-8623
Email: rassmus@mayerbrown.com, jbrewer@mayerbrown.com,
msherlock@mayerbrown.com
Correspondent Name: Richard Assmus
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	13424140
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/RMA/
Date:	03/05/2014

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is effective as of February 28, 2014 (the "Effective Date"), by and between U.S. Bank National Association ("Assignor"), and CHA Media LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to the Base Indenture, dated as of October 18, 2007, by and among Local Insight Media Finance LLC, ACS Media Finance LLC and CBD Media Finance LLC (collectively, the "Co-Issuers") and Assignor (as amended by that certain First Supplement to Base Indenture, dated as of July 25, 2008, by and among the Co-Issuers, HYP Media Finance LLC ("HYP," and together with the Co-Issuers, the "Grantors") and the Trustee, the "Base Indenture"), and that certain Series 2008-1 Supplement to the Base Indenture, dated as of the July 25, 2008, by and among the Grantors and the Trustee (the "Supplement"), each Grantor granted to Assignor, for the benefit of the Secured Parties, a security interest such Grantor's right, title and interest in certain collateral, including all of the Grantors' right, title and interest in and to all Intellectual Property used in connection with such entities' Directory Businesses, including Trademarks;

WHEREAS, pursuant to Section 9.4(i)(iii) of the Base Indenture, each Grantor granted to Assignor an absolute power of attorney upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, license, lease, otherwise dispose of, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the New York UCC as fully and completely as though the Assignor were the absolute owner thereof for all purposes, and to do at the Grantors' expense, at any time, or from time to time, all acts and things which the Assignor deems necessary to protect, preserve or realize upon the Collateral and the security interest therein, in order to effect the intention of the Base Indenture, all as fully and effectively as the Grantors might do, including signing any document which may be required for the protection and/or enforcement of the Collateral and/or the Liens created thereunder, including any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in or to any such Intellectual Property, and recording the same;

WHEREAS, an Event of Default has occurred and is currently continuing under the Base Indenture with respect to the Grantors;

WHEREAS, subject to the terms of the Base Indenture and the Related Documents (as defined therein) and the Supplement, the Control Party (as defined therein) has the power to direct the time, method and place of the exercise of rights and remedies by the Assignor under the Base Indenture, the Related Documents, the Supplement, the Uniform Commercial Code and other applicable law;

WHEREAS, in the exercise of such power, the Control Party has directed the Assignor to cause the sale of certain assets, including certain trademarks held by the Grantors, to the Assignee on the terms of that certain Foreclosure Asset Purchase Agreement, dated as of the date hereof, among Kith Media LLC, Local Insight Media Finance Holdings LLC, the Grantors, the Assignor, the Control Party and the Assignee (the "Asset Purchase Agreement") in exchange

for the Secured Note issued by the Assignee in favor of the Assignor, for the benefit of the noteholders under the Base Indenture and the Supplement; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, rights to such trademarks;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of the Grantors' right, title and interest in and to the trademarks set forth on Schedule A hereto, together with (i) all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) the right to file for and obtain registrations for any of the foregoing; and (iii) the right to bring an action at law or in equity for any infringement, dilution or other unauthorized use of the foregoing prior to the Effective Date and to collect all damages and proceeds therefrom (the foregoing, collectively, "Assigned Marks"). Assignee shall hold all right, title and interest in and to the Assigned Marks as fully and exclusively as same would have been held and enjoyed by the Grantors had the above assignment not been made.

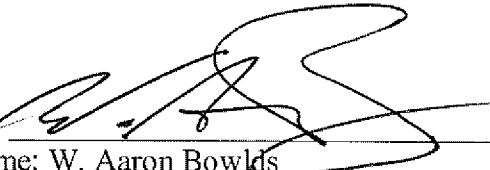
2. At Assignee's request and expense, Assignor will take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to and rights in the Assigned Marks in Assignee. Assignor hereby authorizes Assignee to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of the Assignment.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York. Any dispute relating to this Assignment shall be resolved solely in the state or federal courts located in Manhattan, New York.

U.S. BANK NATIONAL ASSOCIATION
solely in its capacity as Trustee under, and as
defined in, the Base Indenture

By: _____
Name:
Title:


CHA MEDIA LLC

By: 
Name: W. Aaron Bowlds
Title: General Counsel and Secretary

[Trademark Assignment]

TRADEMARK
REEL: 005230 FRAME: 0712

U.S. BANK NATIONAL ASSOCIATION
solely in its capacity as Trustee under, and as
defined in, the Base Indenture

By: 
Name: Brian Glor
Title: Asst. Vice President

CHA MEDIA LLC

By: _____
Name: _____
Title: _____

Acknowledged and Agreed by:

CBD MEDIA FINANCE LLC

By: Doug A My
Name: Douglas A Myers
Title: Pres & CEO

ACS MEDIA FINANCE LLC

By: Doug A My
Name: Douglas A Myers
Title: Pres & CEO

HYP MEDIA FINANCE LLC

By: Doug A My
Name: Douglas A Myers
Title: Pres & CEO

LOCAL INSIGHT MEDIA FINANCE
LLC

By: Douglas A My
Name: Douglas A Myers
Title: Pres. & CEO

[Trademark Assignment]

SCHEDULE A

<u>Trademark</u>	<u>Registration or Serial No.</u>	<u>Grantor Owner</u>
CINCINNATI BELL DIRECTORY	2,891,520	CBD Media Finance LLC
THE WORK BOOK	1,646,240	CBD Media Finance LLC
THE WORK BOOK	1,665,468	CBD Media Finance LLC
CINCY MEDIA & DESIGN	86/066,406	CBD Media Finance LLC
ARCTIC REACH & DESIGN	86/066,387	ACS Media Finance LLC
ARCTIC REACH MEDIA	86/018,239	ACS Media Finance LLC
HYP MEDIA	3,665,800	HYP Media Finance LLC
PHONE BOOK RECYCLING & DESIGN	1,954,015	HYP Media Finance LLC
HAWAII REACH MEDIA	86/052,142	HYP Media Finance LLC
LOCAL SEARCH. SIMPLIFIED.	86/066,401	Local Insight Media Finance LLC
HAWAII REACH (and design)	86/066,396	HYP Media Finance LLC