

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CHA Media LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	U.S. Bank
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3D
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 11</b>		
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:	86066387	ARCTICREACH
Serial Number:	86018239	ARCTICREACH MEDIA
Serial Number:	86066406	CINCYMEDIA
Serial Number:	86066396	HAWAIIREACH
Serial Number:	86052142	HAWAII REACH MEDIA
Serial Number:	86066401	LOCAL SEARCH. SIMPLIFIED.

<b>CORRESPONDENCE DATA</b>
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CH \$290.00 2891520

Fax Number: 3127069000

*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:	03/04/2014

**Total Attachments: 4**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 28, 2014 is made by CHA Media LLC, a Delaware limited liability company, located at 160 Inverness Drive West, Suite 400, Englewood, Colorado 80112 (the “Obligor”), in favor of U.S. Bank National Association, located at 60 Livingston Avenue, St. Paul, Minnesota 55107, as Trustee (the “Trustee”) on behalf and for the benefit of the Secured Parties, pursuant to the Note and Security Agreement, dated as of February [ ], 2014, among Obligor, Ambac Assurance Corporation, and Trustee Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Trustee has agreed to make the Loan to the Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Trustee for the benefit of the Trustee and the other Secured Parties a security interest in all General Intangibles, including the Trademarks (as hereinafter defined); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Trustee to make the Loan pursuant to the Security Agreement, the Obligor agrees, for the benefit of the Trustee and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in all of the Obligor’s right, title and interest in, to and under the United States trademark registrations and applications listed on Schedule A hereto (the “Trademarks”), to the Trustee for the benefit of the Trustee and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Trustee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Trustee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

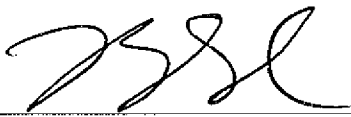
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

CHA MEDIA LLC

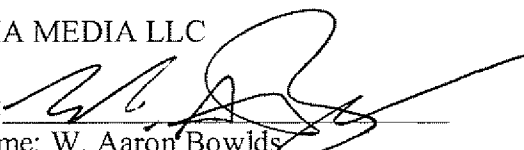
By: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

U.S. BANK NATIONAL ASSOCIATION  
 as Trustee

By:  \_\_\_\_\_  
 Name: Brian Glel  
 Title: Asst. Vice President  
 Date:

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

CHA MEDIA LLC

By:   
Name: W. Aaron Bowlds  
Title: General Counsel  
Date:

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
CINNATI BELL DIRECTORY	2891520
THE WORK BOOK	1646240
THE WORK BOOK	1665468
HYP MEDIA	3665800
PHONE BOOK RECYCLING & DESIGN	1954015
ARCTIC REACH & DESIGN	86/066387
ARTIC REACH MEDIA	86/018239
CINCY MEDIA & DESIGN	86/066406
HAWAII REACH & DESIGN	86/066396
HAWAII REACH MEDIA	86/052142
LOCAL SEARCH. SIMPLIFIED.	86/066401