

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.H. Donnelley BRE LLC		03/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86135278	NET CLICKS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	022537/0182		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	04/09/2014		
Total Attachments: 5			
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TRADEMARK

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 20, 2014 is made by R.H. DONNELLEY BRE LLC, a Delaware limited liability company, located at 1001 Winstead Drive, Cary, North Carolina 27513 (the "Borrower"), and certain of its Subsidiaries party hereto (collectively, the "Grantors"), in favor of Deutsche Bank Trust Company Americas, with an address at 60 Wall Street, New York, New York 10005, as Administrative Agent and Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Third Amended and Restated Credit Agreement, dated as of January 29, 2010 (collectively, as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, R.H. Donnelley Corporation, a Delaware corporation, the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Third Amended and Restated Guarantee and Collateral Agreement, dated as of January 29, 2010, in favor of the Agent, for the benefit of the Agent and the Lenders (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property (including the Trademarks) now owned or hereinafter acquired by the Grantors or in which the Grantors now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, the Grantors have 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Lenders, 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 Credit Agreement and in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant a security interest in all of each Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral 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.

R.H. DONNELLEY BRE LLC

By: 


Name: SAMUEL D JONES

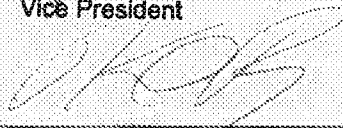
Title: CFO

TRADEMARK

REEL: 005257 FRAME: 0082

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Administrative Agent and Collateral Agent for the
Lenders

By: 
Name: **Benjamin Souh**
Title: **Vice President**

By: 
Name: **Keith C. Braun**
Title: **Managing Director**

SCHEDULE A

U.S. Trademark Applications and Registrations

Trademark	Application No.	Application Date	Registration No.	Registration Date
NET CLICKS	86135278	12/4/13		