

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SuperMedia BRE LLC		05/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86162398	BRAND BUNDLES	
Serial Number:	86168414	DISPLAY BRAND AWARENESS	
Serial Number:	86218712	LOCAL MATCH	
Serial Number:	86197829	LOCAL SAVINGS & ENTERTAINMENT BOOK	
Serial Number:	86173554	PERFORMANCE TRACKING PROGRAM	
Serial Number:	86183727	TARGETED MARKETING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	509600/0289		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		

CH \$165.00 86162398

DATE SIGNED:	06/09/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of May 29, 2014 (this "Agreement"), between SUPERMEDIA BRE LLC (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent").

Reference is made to (a) the Loan Agreement dated as of December 31, 2009 (the "Loan Agreement"), among Idearc, Inc. (the "Borrower"), the Lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and (b) the Guarantee and Collateral Agreement dated as of December 31, 2009 (the "Collateral Agreement"), among the Borrower, the subsidiaries from time to time party thereto and the Collateral Agent. Pursuant to the Reorganization Plan (as defined in the Loan Agreement), the Lenders will be deemed to have made Loans in an original aggregate principal amount of \$2,750,000,000 to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The execution and delivery of this Agreement is required by the terms of the Collateral Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Collateral Agreement or in the Loan Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, granted to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications now or hereafter owned filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I hereto (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) any written U.S. license agreement of the Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory

now or hereafter covered by such licenses, including those listed on Schedule I hereto.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to, and "Trademark Collateral" shall not include, (i) any contract, agreement, General Intangible, Instrument, Chattel Paper, or License (each a "Restrictive Agreement") to which Grantor is a party or any of its rights or interests thereunder to the extent and for so long as the grant of the security interest shall constitute or result in (A) the unenforceability, abandonment or invalidation of any right of Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such Restrictive Agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or any other applicable law of similar effect); provided, however, that the security interest shall attach immediately at such time as the condition causing such unenforceability, abandonment or invalidation shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract or agreement that does not result in any of the consequences specified in (A) or (B) including any proceeds of such contract or agreement or (ii) any "intent-to-use" application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent the inclusion in the Collateral would violate such section, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

SUPERMEDIA BRE LLC

By: 

Name: SAMUEL D. JONES

Title: CFO

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

By: Neil R. Boyle
Name: Neil R. Boyle
Title: Managing Director

U.S. Trademark Applications and Registrations

Trademark	Application No.	Application Date	Registration No.	Registration Date
BRAND BUNDLES	86162398	1/10/14		
DISPLAY BRAND AWARENESS	86168414	1/17/14		
LOCAL MATCH	86218712	3/12/14		
LOCAL SAVINGS & ENTERTAINMENT BOOK	86197829	2/19/14		
PERFORMANCE TRACKING PROGRAM	86173554	1/23/14		
TARGETED MARKETING SOLUTION	86183727	2/4/14		