

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infogroup Inc.		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent		
Street Address:	30 Hudson Street		
Internal Address:	36th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1979086	AMERICAN BUSINESS DIRECTORIES	
Registration Number:	1888255	AMERICAN BUSINESS INFORMATION	
Registration Number:	1891315	AMERICAN BUSINESS INFORMATION	
Registration Number:	1921327	AMERICAN MEDICAL INFORMATION	
Registration Number:	3589725	CREDIT.NET	
Registration Number:	4440831	DATA AXLE	
Registration Number:	3526051	DIRECT MEDIA	
Registration Number:	4567489	EXECUREACH	
Registration Number:	2430202	INFOCANADA	
Registration Number:	3966125	INFOCONNECT	
Registration Number:	3956974	INFOGROUP	
Registration Number:	3940152	INFOGROUP	
Registration Number:	3956973	INFOGROUP	
Registration Number:	3940151	INFOGROUP	
Registration Number:	2147134	INFOUSA	
Registration Number:	2267512	INFOUSA	
Registration Number:	3616006	INFOUSA.COM	
Registration Number:	3626873	INFOUSA.COM	

CH \$815.00 1979086

Property Type	Number	Word Mark
Registration Number:	2220461	MARKETZONE
Registration Number:	5040410	MARKETING GENETICS
Registration Number:	4939239	PATRONLINK
Registration Number:	2203474	POLK CITY DIRECTORY
Registration Number:	2507419	REFERENCEUSA
Registration Number:	4853706	SALES AXLE
Registration Number:	3176697	SALES GENIE
Registration Number:	2191644	SALES LEADS USA
Registration Number:	3588558	SALESGENIE
Registration Number:	3388763	SALESGENIE.COM
Registration Number:	4463510	SAPPHIRE
Registration Number:	2416913	YESMAIL
Registration Number:	4367323	YESMAIL INTERACTIVE
Registration Number:	4367324	YESMAIL INTERACTIVE

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.96000

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 04/03/2017

Total Attachments: 8

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EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 3, 2017 (this “Agreement”), among Infogroup Inc. (the “Grantor”) and Goldman Sachs Lending Partners LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of April 3, 2017 (as amended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Infogroup Parent Holdings, Inc. (“Holdings”), Infogroup Merger Sub, Inc. (“Merger Sub”) and, together with any assignee of, or successor by merger to, Merger Sub’s rights and obligations thereunder after the Merger, Infogroup Inc. (the “Borrower”), Goldman Sachs Lending Partners LLC as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and (b) the First Lien Collateral Agreement dated of even date with the First Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Holdings, Merger Sub, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademark registrations and trademark applications, in each case, that are Material Intellectual Property and listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark registration or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the

Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

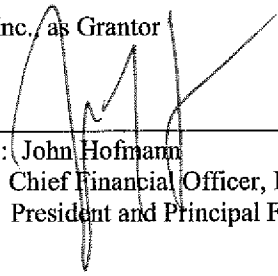
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

Infogroup Inc. as Grantor

By

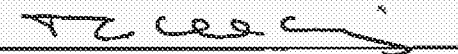

Name: John Hofmann

Title: Chief Financial Officer, Executive Vice
President and Principal Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006025 FRAME: 0121




Goldman Sachs Lending Partners LLC, as
Collateral Agent,

By: 
Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

Schedule I to the
First Lien Trademark Security Agreement

TRADEMARK COLLATERAL

MARK	Owner of Record	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE
<p>1. AMERICAN BUSINESS DIRECTORIES (Design)</p> 	INFOGROUP INC.	U.S.A.	74284102	Jun. 12, 1992	1979086	Jun. 11, 1996
<p>2. AMERICAN BUSINESS INFORMATION</p> 	INFOGROUP, INC.	U.S.A.	74420726	Aug. 5, 1993	1888255	Apr. 11, 1995
<p>3. AMERICAN BUSINESS INFORMATION</p>	INFOGROUP, INC.	U.S.A.	74448252	Oct. 18, 1993	1891315	Apr. 25, 1995
<p>4. AMERICAN MEDICAL INFORMATION</p>	INFOGROUP, INC.	U.S.A.	74588279	Oct. 17, 1994	1921327	Sep. 19, 1995
<p>5. CREDIT.NET (Design)</p> 	INFOGROUP INC.	U.S.A.	77266249	Aug. 28, 2007	3589725	Mar. 17, 2009

MARK	Owner of Record	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE
6. DATA AXLE	INFOGROUP INC.	U.S.A.	85541264	Feb. 13, 2012	4440831	Nov. 26, 2013
7. DIRECT MEDIA - Supplemental Register	INFOGROUP INC.	U.S.A.	77/349,035	Dec. 11, 2007	3526051	Oct. 28, 2008
8. EXECUREACH	INFOGROUP INC.	U.S.A.	86122947	Nov. 19, 2013	4567489	Jul. 15, 2014
9. INFOCANADA	INFOGROUP INC.	U.S.A.	75/353,592	Sep. 8, 1997	2430202	Feb. 20, 2001
10. INFOCONNECT	INFOGROUP INC.	U.S.A.	85139559	Sep. 28, 2010	3966125	May 24, 2011
11. INFOGROUP	INFOGROUP INC.	U.S.A.	85033159	May 7, 2010	3956974	May 10, 2011
12. INFOGROUP	INFOGROUP INC.	U.S.A.	85033140	May 7, 2010	3940152	April 5, 2011
13. INFOGROUP (Design) 	INFOGROUP INC.	U.S.A.	85033089	May 7, 2010	3956973	May 10, 2011
14. INFOGROUP (Design) 	INFOGROUP INC.	U.S.A.	85033129	May 7, 2010	3940151	Apr. 05, 2011

FIRST LIEN TRADEMARK SECURITY AGREEMENT

#4818-4952-4294

TRADEMARK
REEL: 006025 FRAME: 0124

MARK	Owner of Record	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE
15. INFOUSA (Design) <i>infoUS</i>	INFOGROUP INC.	U.S.A.	75153561	Aug. 21, 1996	2147134	Mar. 31, 1998
16. INFOUSA (Design) <i>infoUSA</i>	INFOGROUP INC.	U.S.A.	75153560	Aug. 21, 1996	2267512	Aug. 03, 1999
17. INFOUSA.COM	INFOGROUP, INC.	U.S.A.	77599697	Oct. 24, 2008	3616006	May 05, 2009
18. INFOUSA.COM	INFOGROUP, INC.	U.S.A.	77599182	Oct. 23, 2008	3626873	May 26, 2009
19. MARKETZONE	INFOGROUP INC.	U.S.A.	75410872	Dec. 24, 1997	2220461	Jan. 26, 1999
20. MARKETING GENETICS	INFOGROUP INC.	U.S.A.	86893217	Feb. 1, 2016	5040410	Sept. 13, 2016
21. PATRONLINK	INFOGROUP, INC.	U.S.A.	86674277	Jun. 25, 2015	4939239	Apr. 19, 2016
22. POLK CITY DIRECTORY	INFOGROUP INC.	U.S.A.	75149589	Aug. 13, 1996	2203474	Nov. 17, 1998
23. REFERENCEUSA	INFOGROUP INC.	U.S.A.	75504964	Jun. 18, 1998	2507419	Nov. 13, 2001

FIRST LIEN TRADEMARK SECURITY AGREEMENT

#4818-4952-4294

TRADEMARK
REEL: 006025 FRAME: 0125

MARK	Owner of Record	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE
24. SALES AXLE	INFOGROUP INC.	U.S.A.	86359114	Aug. 6, 2014	4853706	Nov. 17, 2015
25. SALES GENIE	INFOGROUP INC.	U.S.A.	78767335	Dec. 6, 2005	3176697	Nov. 28, 2006
26. SALES LEADS USA	INFOGROUP INC.	U.S.A.	75287202	Apr. 30, 1997	2191644	Sep. 22, 1998
27. SALESGENIE	INFOGROUP INC.	U.S.A.	77361708	Dec. 31, 2007	3588558	Mar. 10, 2009
28. SALESGENIE.COM	INFOGROUP INC.	U.S.A.	77252326	August 10, 2007	3388763	Feb. 26, 2008
29. SAPPHIRE	INFOGROUP INC.	U.S.A.	85662708	June. 27, 2012	4463510	Jan. 07, 2014
30. YESMAIL	INFOGROUP INC.	U.S.A.	75651050	Feb. 26, 1999	2416913	Jan. 02, 2001
31. YESMAIL INTERACTIVE	INFOGROUP INC.	U.S.A.	85745393	Oct. 4, 2012	4367323	Jul. 16, 2013
32. YESMAIL INTERACTIVE	INFOGROUP INC.	U.S.A.	85745456	Oct. 4, 2012	4367324	Jul. 16, 2013

FIRST LIEN TRADEMARK SECURITY AGREEMENT

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RECORDED: 04/03/2017

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