

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422273

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infogroup Inc.		04/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Newstone Capital Partners LLC
Street Address:	C/O TIMOTHY P COSTELLO, REAGAN PLACE AT OLD PARKLAND, 3963 MAPLE AVENUE
Internal Address:	SUITE 100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3626873	INFOUSA.COM
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:

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.

Email: shill@velaw.com

Correspondent Name: Sean M. Hill

Address Line 1: 1001 Fannin Street, Suite 2500

Address Line 2: Vinson & Elkins LLP

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	NEW626-36005
NAME OF SUBMITTER:	Sean M. Hill
SIGNATURE:	/Sean M. Hill/
DATE SIGNED:	04/03/2017

Total Attachments: 8

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EXECUTION VERSION

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

Reference is made to (a) the Second Lien Credit Agreement dated as of April 3, 2017 (as amended, supplemented or otherwise modified from time to time, the “Second 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, including Infogroup Inc. (the “Borrower”), Newstone Capital Partners, LLC as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, Merger Sub, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second 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 as consideration for Loans previously made. 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second 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 all of such Grantor’s Trademarks, in each case, that are Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral 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 Second 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 Second 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 Second Lien Collateral Agreement, the terms of the Second 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.

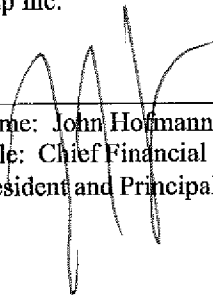
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

Infogroup Inc.

By


Name: John Hoffmann
Title: Chief Financial Officer, Executive Vice
President and Principal Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006025 FRAME: 0644

Newstone Capital Partners, LLC, as Collateral Agent




By:

Name: Timothy P. Corallo

Title: Managing Director



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

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

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