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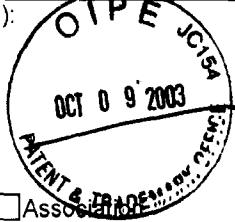
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To the Honorable Commissioner of Patent, _____, original documents or copy thereof.

1. Name of conveying party(ies):
Yell Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other United Kingdom Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No



2. Name and Address of receiving party(ies):
Name: HSBC Bank PLC
Internal Address: _____
Address: _____
Street Address: 8 Canada Square
City: London State: _____ Zip: E14 5HQ

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other U.K. Public Limited Company
if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 29, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached Schedule 1

B. Trademark registration No.(s)
See attached Schedule 1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Timothy J. Lyden
Internal Address: Hogan & Hartson L.L.P.

Street Address: 8300 Greensboro Drive

Suite 1100
City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 7

7. Total fee (37 C.F.R. 3.41): \$190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-2550
(Attach duplicate copy of this page if paying by deposit account)

10/15/2003
01 FC:K321
02 FC:K322

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy J. Lyden [Signature] October 3, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 75

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE 1 - USA

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER
Yell Ltd	US	YELL WITH SQUARE DOT PREFIX	76/241, 819
Yell Ltd	U.S.A.	YELL MOVING IMAGE	76/029708
Yell Ltd	U.S.A.	YELL.COM DEVICE	76/107220
Yell Ltd	U.S.A.	SQUARE DOT DEVICE	76/028118
Yell Ltd	U.S.A.	YELL INSIDE SQUARE DOT DEVICE	76/317,075
Yell Ltd	U.S.A.	YELL	2194676
Yell Ltd	U.S.A.	YELL.COM (WITH SQUARE DOT PREFIX)	2676201

EXECUTION COPY

DATED 29 AUGUST 2003

THE COMPANIES NAMED IN THIS DEBENTURE

IN FAVOUR OF

**HSBC BANK PLC
AS SECURITY TRUSTEE**

DEBENTURE

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THIS DEBENTURE is made on 29 August 2003

BY

- (1) **THE COMPANIES** listed in Schedule 1 (*The Companies*) (each a "Company" and together the "Companies") in favour of
- (2) **HSBC BANK PLC** as trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "Security Trustee" which expression shall include any person for the time being appointed as security trustee or as an additional security trustee for the purpose of, and in accordance with, the Facility Agreement).

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Terms defined in the Facility Agreement shall, unless otherwise defined in this Debenture, have the same meaning when used in this Debenture and in addition:

"**Account**" means any credit balance from time to time on any account opened or maintained by any Company with the Security Trustee or any other financial institution and all Related Rights.

"**Charged Property**" means all the assets of the Companies which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture.

"**Collateral Rights**" means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law.

"**Declared Default**" means an Event of Default that is continuing and in respect of which written notice has been given to the Obligors' Agent by the Facility Agent informing it of the occurrence of such Event of Default.

"**Facility Agreement**" means the facility agreement dated 8 July 2003 (as amended and restated on 12 August 2003 and as further amended and restated on 26 August 2003) made between Yell Group plc as the Parent, certain subsidiaries of the Parent as Original Borrowers and Original Guarantors, the Arranger, the Original Lenders, the Facility Agent and the Security Trustee.

"**Insurance Policy**" means any policy of insurance in which any Company may from time to time have an interest.

"**Intellectual Property**" means all industrial and intellectual property rights whether registered or unregistered including pending applications for registration of such rights and the right to apply for registration of such rights including but not limited to patents, trade marks, service marks, copyrights and rights in the nature of copyright (including, without limitation, rights in computer software), database right, rights in designs, business names, domain names, trade secrets, know-how and all other rights of a like

or equivalent nature throughout the world including all rights under any agreements relating to the use or exploitation of any such rights and all Related Rights.

"Intellectual Property Rights" means all Intellectual Property owned now or hereafter by members of the Group including the Intellectual Property listed in Schedule 5 (*Details of Intellectual Property*) and the interests of any member of the Group in any of the foregoing.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of any Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Material Intellectual Property" means Intellectual Property which is material to the Business.

"Material Property" means (i) the freehold and leasehold property in England and Wales specified in Schedule 2 (*Details of Real Property*), (ii) any other freehold property interest acquired by any Company in England and Wales for use and occupation by the Business and (iii) any other leasehold property owned or acquired by any Company in England and Wales for use and occupation by the Business where either the length of the term of the lease is such that title thereto is capable of substantive registration at HM Land Registry or where the principal rent reserved by such lease as at the date of this Debenture exceeds £250,000 per annum or in the case of any future leases reserves an initial principal rent exceeding £250,000 per annum.

"Monetary Claims" means any book and other debts and monetary claims owing to any Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property Rights, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which such Company is a party and any other assets, property, rights or undertaking of such Company).

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 3 (*Forms of Notice of Assignment*) or in such other form as may be reasonably specified by the Security Trustee.

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (*Details of Real Property*)); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Obligations" means all obligations covenanted to be discharged by the Companies in Clause 2.1 (*Covenant to Pay*).

"Shares" means the shares listed in Schedule 4 (*Details of Shares*).

"Statutes" means the Companies Act 1985, the Insolvency Act 1986, the Law of Property Act 1925 and any other Acts of Parliament referred to now or hereafter relevant in the context of this Debenture.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Company's stock in trade or work in progress) and all Related Rights.

1.2 Interpretation

In this Debenture:

- 1.2.1 the rules of interpretation contained in clauses 1.2 (*Construction*) to 1.4 (*Third party rights*) of the Facility Agreement shall apply to the construction of this Debenture;
- 1.2.2 any reference to the "Security Trustee", a "Company", the "Facility Agent" or the "Secured Parties" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and

1.2.3 references in this Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Debenture.

1.3 **Third Party Rights**

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

1.4 **Debenture as a Deed**

This Debenture is intended by the parties hereto to take effect as a deed, notwithstanding the fact that a party may only execute this Debenture by hand.

2. **PAYMENT OF SECURED OBLIGATIONS**

2.1 **Covenant to Pay**

Each Company hereby covenants with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all obligations which such Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and each Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by such Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 **Interest on Demands**

If any Company fails to pay any sum on the due date for payment of that sum such Company shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 10.3 (*Default interest*) of the Facility Agreement.

3. **FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

3.1 **Fixed Charges**

Each Company hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all such Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party as set out in Clause 6.3 (*Consents*)):

- 3.1.1 the Real Property;
- 3.1.2 the Tangible Moveable Property;
- 3.1.3 the Accounts;
- 3.1.4 the Intellectual Property Rights;
- 3.1.5 any goodwill and rights in relation to the uncalled capital of such Company;
- 3.1.6 the Investments;
- 3.1.7 the Shares, all dividends, interest and other moneys payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

3.2 Assignments

Each Company hereby assigns with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all such Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to that assignment from any third party):

- 3.2.1 the proceeds of any Insurance Policy and all Related Rights;
- 3.2.2 the Intellectual Property Rights (to the extent not otherwise validly and effectively charged by way of fixed charge under Clause 3.1 (*Fixed Charges*)); and
- 3.2.3 the Intercompany Loan Agreements (as defined in the Facility Agreement),

provided that, until the occurrence of an Event of Default which is continuing, (i) each Company shall be entitled to exercise all of its rights in any Insurance Policy (and all Related Rights), the Intellectual Property Rights and the Intercompany Loan Agreements, subject to the other provisions of this Debenture and the Facility Agreement and (ii) any proceeds received by the Security Trustee under or in respect of any Insurance Policy (and all Related Rights), the Intellectual Property Rights and the Intercompany Loan Agreements by virtue of this Debenture shall be paid by the Security Trustee to the relevant Company but only to the extent that such proceeds are not required at such time to be applied towards the discharge of the Secured Obligations pursuant to the terms of the Finance Documents.

3.3 Floating Charge

- 3.3.1 Each Company hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of such Company's undertaking and assets, present and future, other than any

assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations.

3.3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

3.4 **Exceptions to the Security**

The security created pursuant to this Clause 3 shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.

4. **CRYSTALLISATION OF FLOATING CHARGE**

4.1 **Crystallisation: By Notice**

The Security Trustee may at any time by notice in writing to any Company convert the floating charge created by Clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

4.1.1 an Event of Default has occurred and is continuing; or

4.1.2 the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.

4.2 **Crystallisation: Automatic**

Notwithstanding Clause 4.1 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

4.2.1 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or

4.2.2 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Company or an administrator is appointed to any Company.

5. **PERFECTION OF SECURITY**

5.1 **Notices of Assignment**

5.1.1 Each Company shall deliver to the Security Trustee (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, such Company in respect of any asset which is the subject of an assignment pursuant to Clause 3.2 (*Assignments*) promptly upon the request of the Security Trustee from time to time, and shall use all reasonable endeavours to procure that each notice is acknowledged by the obligor or debtor specified by the Security Trustee.

5.2 Notices of Charge

5.2.1 Each Company shall if requested by the Security Trustee from time to time promptly deliver to the Security Trustee (or procure delivery of) notices of charge (in form and substance reasonably satisfactory to the Security Trustee) duly executed by, or on behalf of, such Company and acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained.

5.2.2 The execution of this Debenture by the Companies and the Security Trustee shall constitute notice to the Security Trustee of the charge created over any Account opened or maintained with the Security Trustee.

5.3 Real Property: Delivery of Documents of Title

Each Company shall upon the execution of this Debenture, and upon the acquisition by such Company of any interest in any freehold, leasehold or other immovable property, deliver (or procure delivery) to the Security Trustee of, and the Security Trustee shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to such property.

5.4 Further Advances

Subject to the terms of the Facility Agreement each Lender is under an obligation to make further advances and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.

5.5 Delivery of Share Certificates

Each Company shall

5.5.1 on the date of this Debenture, deposit with the Security Trustee (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of such Company); and

5.5.2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Security Trustee of that occurrence and procure the delivery to the Security Trustee of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank on behalf of such Company) in respect thereof as the Security Trustee may reasonably request.

5.6 Registration of Intellectual Property

5.6.1 Each Company shall promptly, upon being requested in writing to do so by the Security Trustee, execute all such documents and do all acts necessary to record the interest of the Security Trustee in any registers located in the United Kingdom, the United States or Canada, or following the occurrence of an Event of Default which is continuing any appropriate register anywhere in the world, relating to any registered Intellectual Property Rights.

5.6.2 Where a Company has failed to comply with its obligations set out in sub-clause 5.6.1 of this Clause 5.6, each Company hereby appoints the Security Trustee as its authorised agent to undertake the necessary recordal on its behalf and at the cost of the Company.

6. FURTHER ASSURANCE

6.1 Further Assurance: General

Each Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

6.1.1 to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by such Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;

6.1.2 to confer on the Security Trustee security over any property and assets of such Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or

6.1.3 to facilitate the realisation of the Charged Property.

6.2 Necessary Action

Each Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Debenture.

6.3 Consents

Each Company shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the assets of such Company to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and such Company shall promptly deliver a copy of each consent to the Security Trustee.

6.4 Implied Covenants for Title

The obligations of the Companies under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

7. **NEGATIVE PLEDGE AND DISPOSALS**

7.1 **Negative Pledge**

Each Company undertakes that, except with the consent of the Security Trustee, it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than any Permitted Security Interest.

7.2 **No Disposal of Interests**

Each Company undertakes that, except with the consent of the Security Trustee, it shall not (and shall not agree to) at any time during the subsistence of this Debenture, except as permitted pursuant to the Facility Agreement or unless required to do so by the Statutes:

7.2.1 in relation to Material Properties only, execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property;

7.2.2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;

7.2.3 (a) in relation to Material Properties only, grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights; or

7.2.4 assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Trustee, or the credit balance standing to any such Account shall be capable of assignment or other disposal.

8. **SHARES AND INVESTMENTS**

8.1 **Shares: Before Event of Default**

Prior to the occurrence of an Event of Default which is continuing each Company shall:

8.1.1 pay all dividends, interest and other moneys arising from the Shares into an Account; and

8.1.2 exercise or direct the exercise of all voting rights in relation to the Shares **provided that** such Company shall not exercise such voting rights in any manner, or otherwise permit or agree to any (a) variation of the rights attaching to or conferred by any of the Shares or (b) increase in the issued share capital of any company whose Shares are charged pursuant to this Debenture, which the Security Trustee notifies such Company as being, in its

opinion, prejudicial to the value of, or the ability of the Security Trustee to realise, the security created by this Debenture.

8.2 **Shares: After Event of Default**

The Security Trustee may, upon the occurrence of an Event of Default which is continuing, at its discretion (acting reasonably) (in the name of the relevant Company or otherwise and without any further consent or authority from the relevant Company):

- 8.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 8.2.2 apply all dividends, interest and other moneys arising from the Shares in accordance with Clause 19 (*Application of Moneys*);
- 8.2.3 transfer the Shares into the name of such nominee(s) of the Security Trustee as it shall require; and
- 8.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in:
 - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such event),
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities

in each case in such manner and on such terms as the Security Trustee may think fit, and the proceeds of any such action shall form part of the Charged Property.

8.3 **Investments and Shares: Payment of Calls**

Each Company shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares, and in any case of default by such Company in such payment, the Security Trustee may, if it thinks fit, make such payment on behalf of such Company in which case any sums paid by the Security Trustee shall be reimbursed by such Company to the Security Trustee on demand and shall carry interest from the date of payment by the Security Trustee until reimbursed at the rate and in accordance with Clause 2.2 (*Interest on Demands*).

8.4 **Investments: Delivery of Documents of Title**

After the occurrence of an Event of Default which is continuing each Company shall promptly on the request of the Security Trustee, deliver (or procure delivery) to the Security Trustee, and the Security Trustee shall be entitled to retain, all of the

Investments and any certificates and other documents of title representing the Investments to which such Company (or its nominee(s)) is or becomes entitled together with any other document which the Security Trustee may reasonably request (in such form and executed as the Security Trustee may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

8.5 Investments: Exercise of Rights

No Company shall exercise any of its rights and powers in relation to any of the Investments in any manner which, in the reasonable opinion of the Security Trustee, would prejudice the value of, or the ability of the Security Trustee to realise, the security created by this Debenture.

9. ACCOUNTS

Each Company, during the subsistence of this Debenture, shall promptly deliver to the Security Trustee on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Security Trustee).

10. MONETARY CLAIMS

10.1 Dealing with Monetary Claims

No Company shall at any time during the subsistence of this Debenture except as permitted pursuant to the Facility Agreement, without the prior written consent of the Security Trustee:

10.1.1 deal with the Monetary Claims except by getting in and realising them in a prudent manner (on behalf of the Security Trustee) and paying the proceeds of those Monetary Claims into the Accounts or as the Security Trustee may require (and such proceeds shall be held upon trust by the relevant Company for the Security Trustee on behalf of the Secured Parties prior to such payment in);

10.1.2 factor or discount any of the Monetary Claims or enter into any agreement for such factoring or discounting; or

10.1.3 be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

11. INSURANCES

11.1 Insurance: Undertakings

Each Company shall at all times during the subsistence of this Debenture keep the Charged Property insured in accordance with clause 23.6 (*Insurances*) of the Facility Agreement.

11.2 Insurance: Default

If any Company defaults in complying with Clause 11.1 (*Insurance: Undertakings*), the Security Trustee (acting reasonably) may effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all moneys reasonably and properly expended by the Security Trustee in doing so shall be reimbursed by such Company to the Security Trustee on demand and shall carry interest from the date of payment by the Security Trustee until reimbursed at the rate specified in Clause 2.2 (*Interest on Demands*).

11.3 Application of Insurance Proceeds

All moneys received under any Insurance Policies relating to the Charged Property shall (subject to the rights and claims of any person having prior rights to such moneys), prior to the occurrence of an Event of Default which is continuing, be applied in repairing, replacing, restoring or rebuilding the property or assets damaged or destroyed; after the occurrence of an Event of Default which is continuing, each Company shall hold such moneys upon trust for the Security Trustee pending payment to the Security Trustee for application in accordance with Clause 19 (*Application of Moneys*) and each Company waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

12. REAL PROPERTY

12.1 Property: Notification

Each Company shall promptly notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by such Company (or its nominee(s)) of any Real Property.

12.2 Lease Covenants

Save as otherwise provided in the Facility Agreement, each Company shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Property is at any time subject:

12.2.1 pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee; and

12.2.2 not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.3 General Property Undertakings

Each Company shall during the subsistence of this Debenture:

12.3.1 repair and keep in good and substantial repair and condition to the reasonable satisfaction of the Security Trustee all the Real Property at any time forming part of the Charged Property;

12.3.2 not at any time without the prior written consent of the Security Trustee sever or remove any of the fixtures forming part of the Real Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Charged Property (except for the purpose of any necessary repairs or replacement of it); and

12.3.3 comply with and observe and perform (a) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Real Property, (b) any conditions attaching to any planning permissions relating to or affecting the Real Property and (c) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Real Property.

12.4 Entitlement to Remedy

If any Company fails to comply with any of the undertakings contained in this Clause 12, the Security Trustee shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Trustee be required to remedy such failure and all moneys reasonably and properly spent by the Security Trustee in doing so shall be reimbursed by such Company on demand with interest from the date of payment by the Security Trustee until reimbursed in accordance with Clause 2.2 (*Interest on Demands*).

13. GENERAL UNDERTAKINGS: INTELLECTUAL PROPERTY

13.1 Each Company shall during the subsistence of this Debenture in respect of any Material Intellectual Property:

13.1.1 take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence and the validity of any such Material Intellectual Property;

13.1.2 not use or permit to be used or take any step or omit to take any step in respect of any of the Material Intellectual Property which may materially and adversely affect its value;

13.1.3 pay all renewal and other fees which may become payable in respect of any of the Material Intellectual Property before or as soon as they become due and produce to the Security Trustee on demand a receipt for those fees or other evidence of payment of those fees;

13.1.4 not, without the prior written consent of the Security Trustee abandon, cancel or allow any of the Material Intellectual Property to become void, lapse or to become vulnerable to attack for non-use or otherwise; and

13.1.5 use all reasonable endeavours to detect any material infringement of, or challenge to, any of the Material Intellectual Property and immediately after becoming aware thereof inform the Security Trustee and take such steps at the cost of the Company as the Security Trustee may from time to time reasonably

direct in relation to such infringement or challenge, provided that the Company shall not be precluded from taking such steps as it shall consider necessary or desirable in relation to any infringement of or challenge to any of the Material Intellectual Property.

13.2 Each Company undertakes that:

13.2.1 each of the domain names listed in Part B of Schedule 5 (*Details of Intellectual Property*) which are not currently registered to a Company shall be transferred to a Company; and

13.2.2 each of the contracts listed in Part E of Schedule 5 (*Details of Intellectual Property*) to which Yell Limited is not currently a party shall be assigned or novated to Yell Limited,

in each case, as soon as reasonably practicable and, in any event, within six months of the date of this Debenture.

14. **WARRANTIES**

Each Company makes the following representations and warranties to each Finance Party on the date of this Debenture:

(a) all Material Intellectual Property is legally and beneficially owned by the Group or is validly licensed to the Group under an intellectual property licence (an "**Intellectual Property Licence**"); and

(b) nothing in any Intellectual Property Licence precludes a Company from (i) entering into this Debenture or (ii) making such Intellectual Property Licence subject to this Debenture.

15. **ENFORCEMENT OF SECURITY**

15.1 **Enforcement**

Upon a Declared Default occurring the security created by or pursuant to this Debenture is immediately enforceable and the Security Trustee may, without notice to any Company or prior authorisation from any court, in its absolute discretion:

15.1.1 enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property; and

15.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

15.2 No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee in possession might otherwise be liable.

16. EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

16.1 Extension of Powers

The power of sale or other disposal conferred on the Security Trustee and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture.

16.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Trustee of its right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to any Company on or at any time after the occurrence of an Event of Default (which is continuing).

16.3 Power of Leasing

The statutory powers of leasing may be exercised by the Security Trustee at any time on or after the occurrence of an Event of Default and for so long as it is continuing and the Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

17. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

17.1 Appointment and Removal

After the occurrence of an Event of Default which is continuing or if a petition or application is presented for the making of an administration order in relation to any Company or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Company or files such a notice with the court or if requested to do so by any Company, the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee), without prior notice to such Company:

17.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;

17.1.2 remove (so far as it is lawfully able) any Receiver so appointed;

17.1.3 appoint another person(s) as an additional or replacement Receiver(s); and

17.1.4 appoint one or more persons to be an administrator of such Company.

17.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 17.1 (*Appointment and Removal*) shall be:

17.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

17.2.2 for all purposes shall be deemed to be the agent of the relevant Company which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Trustee; and

17.2.3 entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

17.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Trustee under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Trustee in respect of any part of the Charged Property.

18. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Company) have and be entitled to exercise, in relation to the Charged Property (and any assets of the relevant Company which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Company or in his own name and, in each case, at the cost of the such Company):

18.1.1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

18.1.2 all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

18.1.3 all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Company itself could do or omit to do; and

18.1.4 the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Company) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral

Rights (including realisation of all or any part of the Charged Property) or (c) bringing to his hands any assets of the relevant Company forming part of, or which when got in would be, Charged Property.

19. APPLICATION OF MONEYS

All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Trustee (notwithstanding any purported appropriation by any Company) in accordance with clause 35 (*Application of Proceeds*) of the Facility Agreement.

20. PROTECTION OF PURCHASERS

20.1 Consideration

The receipt of the Security Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

20.2 Protection of Purchasers

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or such Receiver in such dealings.

21. POWER OF ATTORNEY

21.1 Appointment and Powers

Each Company by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

21.1.1 carrying out any obligation imposed on such Company by this Debenture (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and

21.1.2 enabling the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Property),

provided that such powers of attorney shall not be exercisable prior to the occurrence of an Event of Default which is continuing.

21.2 Ratification

Each Company shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

22. EFFECTIVENESS OF SECURITY

22.1 Companies' Obligations

The obligations of each Company and the Collateral Rights shall not be discharged, impaired or otherwise affected by:

- 22.1.1 any winding-up, dissolution, administration or reorganisation of or other change in any Obligor or any other person;
- 22.1.2 any of the Secured Obligations being at any time illegal, invalid, unenforceable or ineffective;
- 22.1.3 any time or other indulgence being granted to any Obligor or any other person;
- 22.1.4 any amendment, variation, waiver or release of any of the Secured Obligations;
- 22.1.5 any failure to take or failure to realise the value of any other collateral in respect of the Secured Obligations or any release, discharge, exchange or substitution of any such collateral; or
- 22.1.6 any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of any Company under this Debenture.

22.2 Continuing Security

The security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Trustee.

22.3 Cumulative Rights

The security created by or pursuant to this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Trustee or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture.

22.4 No Prejudice

The security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Company or any other person, or the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Trustee holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

22.5 Remedies and Waivers

No failure on the part of the Security Trustee to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

22.6 No Liability

None of the Security Trustee, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Debenture or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

22.7 Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

23. RELEASE OF SECURITY

23.1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to any Company or any other person under any of the Finance Documents, the Security Trustee shall, at the request and cost of the Companies, release and cancel the security constituted by this Debenture and procure the reassignment to the relevant Companies of the property and assets assigned to the Security Trustee pursuant to this Debenture, in each case subject to Clause 23.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

23.2 Avoidance of Payments

If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or

similar laws the liability of the Companies under this Debenture and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

24. **SET-OFF**

Each Company authorises the Security Trustee (but the Security Trustee shall not be obliged to exercise such right), after the occurrence of an Event of Default and for so long as it is continuing, to transfer or set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Trustee to such Company and apply any credit balance to which such Company is entitled on any account with the Security Trustee in accordance with Clause 19 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

25. **SUBSEQUENT SECURITY INTERESTS**

If the Security Trustee (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture or the Facility Agreement, all payments thereafter by or on behalf of each Company to the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of such Company and not as having been applied in reduction of the Secured Obligations as at the time when the Security Trustee received such notice.

26. **CURRENCY INDEMNITY**

If any sum (a "Sum") owing by any Company under this Debenture or any order or judgment given or made in relation to this Debenture has to be converted from the currency (the "First Currency") in which such Sum is payable into another currency (the "Second Currency") for the purpose of:

- 26.1.1 making or filing a claim or proof against such Company;
- 26.1.2 obtaining an order or judgment in any court or other tribunal;
- 26.1.3 enforcing any order or judgment given or made in relation to this Debenture;
or
- 26.1.4 applying the Sum in satisfaction of any of the Secured Obligations,

such Company shall indemnify the Security Trustee from and against any loss suffered or incurred as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Security Trustee at the time of such receipt of such Sum.

27. **ASSIGNMENT**

The Security Trustee may assign and transfer all or any of its rights and obligations under this Debenture in accordance with, and subject to the terms of, the Facility Agreement. Subject to the relevant confidentiality provisions of the Facility Agreement, the Security Trustee shall be entitled to disclose such information concerning the Companies and this Debenture as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

28. **EXPENSES, STAMP TAXES AND INDEMNITY**

28.1 **Expenses**

Each Company shall, from time to time on demand of the Security Trustee, reimburse the Security Trustee for:

28.1.1 all the reasonable costs and expenses (including legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with the negotiation, preparation and execution of this Debenture and the completion of the transactions and perfection of the security contemplated in this Debenture; and

28.1.2 all the costs and expenses (including legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Debenture or any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and shall carry interest from the date of such demand until so reimbursed at the rate and on the basis as mentioned in Clause 2.2 (*Interest on Demands*).

28.2 **Stamp Taxes**

Each Company shall pay all stamp, registration and other taxes to which this Debenture, the security contemplated in this Debenture or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Security Trustee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

28.3 **Indemnity**

Each Company shall, notwithstanding any release or discharge of all or any part of the security, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by such Company of the provisions of this Debenture, the exercise or purported exercise of any of the rights and powers conferred on them by this Debenture or otherwise relating to the Charged Property.

29. **PAYMENTS FREE OF DEDUCTION**

Subject to the qualifications and exceptions in clause 14 (*Tax Gross Up and Indemnities*) of the Facility Agreement, all payments to be made to the Security Trustee under this Debenture shall be made free and clear of and without deduction for or on account of tax unless any Company is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by such Company in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

30. **DISCRETION AND DELEGATION**

30.1 **Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Trustee or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

30.2 **Delegation**

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee or the Receiver itself.

31. **PERPETUITY PERIOD**

The perpetuity period under the rule against perpetuities, if applicable to this Debenture, shall be the period of eighty years from the date of the Facility Agreement.

32. **COUNTERPARTS**

This Debenture may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

33. **GOVERNING LAW**

This Debenture is governed by English law.

34. **JURISDICTION**

34.1 **English Courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or connected with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or the consequences of its nullity).

34.2 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

34.3 **Exclusive Jurisdiction**

This Clause 34 (*Jurisdiction*) is for the benefit of the Security Trustee only. As a result and notwithstanding Clause 34.1 (*English Courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.


THIS DEBENTURE has been executed as a deed by the parties hereto and is delivered by them on the date specified above.

SIGNATURES


The Companies

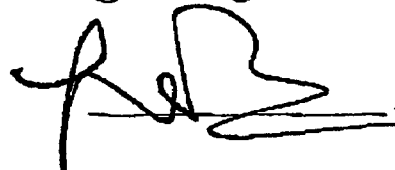
EXECUTED as a DEED
by YELLOW PAGES LIMITED

 Director JC


 Director/Secretary JD


EXECUTED as a DEED
by YELL HOLDINGS 2 LIMITED

 Director JC


 Director/Secretary JD


EXECUTED as a DEED
by YELL LIMITED

 Director JC

 Director/Secretary JD

EXECUTED as a DEED
by YH LIMITED

 Director JC

 Director/Secretary JD

EXECUTED as a DEED
by YELLOW PAGES SALES LIMITED

John Gordon Director JC

AR Director/Secretary JD

EXECUTED as a DEED
by GENERAL ART SERVICES LIMITED

John Gordon Director JC

AR Director/Secretary JD

The Security Trustee

Executed)
by HSBC BANK PLC)

**EXECUTED as a DEED
by YELLOW PAGES SALES LIMITED**

_____ Director

_____ Director/Secretary

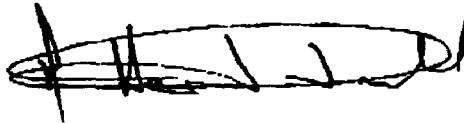
**EXECUTED as a DEED
by GENERAL ART SERVICES LIMITED**

_____ Director

_____ Director/Secretary

The Security Trustee

Executed)
by HSBC BANK PLC)



SCHEDULE 5
DETAILS OF INTELLECTUAL PROPERTY

Part A
Yellow Pages - Main Databases

Business File - Source of data on UK businesses, classified into YP business classifications

OSD (Oracle Sales Database) - Main prospecting and sales order processing database, supporting the CATS, COPS, CARS, MAPS and Pay Plan applications

AdVantage - Advertisement graphics and workflow data for the printed products

CORAL (Collection, Recovery and Litigation) - Holds summons and warrants details

National MIS - Sales analyses data for National and Key Accounts

Marketing Mart - Data Mart of Customer, Product and Order data for marketing analysis. Currently holds only YP and BP data

TP Ops (Talking Pages Order Processing) - Sales order processing database for TP

TP Enq (Talking Pages Enquiry) - Live enquiry service and call statistics collection

Director Sales - Customer list and order processing for Phonebooks

SAP - Finance and HR modules implemented for management accounting and personnel records

Passport - New Media database supporting Yell and customer-driven creation of Web pages and advertisement content

YP Sales (North and South) - VAX Systems supporting Nationals and Phonebooks. Also required to maintain consistency within Sales systems - to be replaced by SAP

Yell New Media - Database containing details of Yell.com advertisers, including name address telephone number and advertiser information

Yell.com Usage - Database containing usage statistics for Yell.com

Section I - Registered Trade Marks

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	YELLOW PAGES	B1119206	15-Aug-79	15-Aug-10	16	In Use
Yell Ltd	United Kingdom	YELLOW PAGES	B1283391	01-Oct-86	01-Oct-07	35	In Use
Yell Ltd	United Kingdom	YELLOW PAGES	B1283392	01-Oct-86	01-Oct-07	38	In Use
Yell Ltd	United Kingdom	YELLOW PAGES	B1308801	30-Apr-87	30-Apr-08	16	In Use
Yell Ltd	United Kingdom	YELLOW PAGES	B1216303	06-Apr-84	06-Apr-05	9	In Use
Yell Ltd	United Kingdom	YELLOW PAGES (WORD & DEVICE - SERIES OF 2)	B1126594	08-Jan-80	08-Jan-11	16	In Use
Yell Ltd	United Kingdom	YELLOW PAGES (WORD & DEVICE - SERIES OF 2)	B1283385	01-Oct-86	01-Oct-07	38	In Use
Yell Ltd	United Kingdom	YELLOW PAGES (WORD & DEVICE - SERIES OF 2)	B1361491	21-Oct-88	21-Oct-05	41	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	WALKING FINGERS LOGO	1126595	08-Jan-80	08-Jan-11	16	In Use
Yell Ltd	United Kingdom	WALKING FINGERS LOGO	1216304	06-Apr-84	06-Apr-05	9	In Use
Yell Ltd	United Kingdom	WALKING FINGERS LOGO	1283380	01-Oct-86	01-Oct-07	35	In Use
Yell Ltd	United Kingdom	WALKING FINGERS LOGO	1283381	01-Oct-86	01-Oct-07	38	In Use
Yell Ltd	United Kingdom	WALKING FINGERS LOGO	1361495	21-Oct-88	21-Oct-05	41	In Use
Yell Ltd	United Kingdom	WALKING FINGERS LOGO	2208060	08-Sep-99	08-Sep-09	39, 42	In Use
Yell Ltd	United Kingdom	BUSINESS PAGES & WALKING FINGERS LOGO	B1252210	14-Oct-85	14-Oct-06	16	In Use
Yell Ltd	United Kingdom	BUSINESS PAGES & WALKING FINGERS LOGO	B1283382	01-Oct-86	01-Oct-07	35	In Use
Yell Ltd	United Kingdom	BUSINESS PAGES & WALKING FINGERS LOGO	B1283383	01-Oct-86	01-Oct-07	38	In Use
Yell Ltd	United Kingdom	BUSINESS PAGES & WALKING	B1361502	21-Oct-88	21-Oct-05	41	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		FINGERS LOGO					
Yell Ltd	United Kingdom	ELEC. YELLOW PAGES LOGO	B1255798	04-Dec-85	04-Dec-06	9	Not In Use
Yell Ltd	United Kingdom	ELEC. YELLOW PAGES LOGO	B1255799	04-Dec-85	04-Dec-06	16	Not In Use
Yell Ltd	United Kingdom	ELEC. YELLOW PGS LOGO	B1283384	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	United Kingdom	ELEC. YELLOW PAGES LOGO	1479388	11-Oct-91	11-Oct-08	35	Not In Use
Yell Ltd	United Kingdom	ELECTRONIC YELLOW PAGES	1414592	15-Feb-90	15-Feb-07	38	Not In Use
Yell Ltd	United Kingdom	ELECTRONIC YELLOW PAGES	B1479631	11-Oct-91	11-Oct-08	9	Not In Use
Yell Ltd	United Kingdom	ELECTRONIC YELLOW PAGES	B1479632	11-Oct-91	11-Oct-08	16	Not In Use
Yell Ltd	United Kingdom	ELECTRONIC YELLOW PAGES	B1479633	11-Oct-91	11-Oct-08	35	Not In Use
Yell Ltd	United Kingdom	ELECTRONIC YELLOW PAGES	2133247	20-May-97	20-May-07	41, 42	Not In Use
Yell Ltd	United Kingdom	EYP	1414580	15-Feb-90	15-Feb-07	38	Not In Use
Yell Ltd	United Kingdom	EYP	1479628	11-Oct-91	11-Oct-08	9	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	EYP	1479629	11-Oct-91	11-Oct-08	16	Not In Use
Yell Ltd	United Kingdom	EYP	1479630	11-Oct-91	11-Oct-08	35	Not In Use
Yell Ltd	United Kingdom	EYP	2133248	20-May-97	20-May-07	41, 42	Not In Use
Yell Ltd	United Kingdom	RED PAGES + WALKING FINGERS LOGO	1472638	06-Aug-91	06-Aug-08	16	Not In Use
Yell Ltd	United Kingdom	RED PAGES	B1472639	06-Aug-91	06-Aug-08	35	Not In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGO	1473153	09-Jul-91	09-Jul-08	9	In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGO	1473154	09-Jul-91	09-Jul-08	16	In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGO	1473155	09-Jul-91	09-Jul-08	35	In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGO	1476847	09-Jul-91	09-Jul-08	38	In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGO	1476848	09-Jul-91	09-Jul-08	41	In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGOTYPE	B1473149	09-Jul-91	09-Jul-08	9	In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGOTYPE	B1473150	09-Jul-91	09-Jul-08	16	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	TALKING PAGES LOGOTYPE	1473151	09-Jul-91	09-Jul-08	38	In Use
Yell Ltd	United Kingdom	TALKING PAGES LOGOTYPE	B1473152	09-Jul-91	09-Jul-08	41	In Use
Yell Ltd	United Kingdom	TALKING PAGES	B1316874	27-Jul-87	27-Jul-08	35	In Use
Yell Ltd	United Kingdom	TALKING PAGES WITH WALKING FINGERS & TELEPHONE DEVICE	B1474205	09-Jul-91	09-Jul-08	9	In Use
Yell Ltd	United Kingdom	TALKING PAGES WITH WALKING FINGERS & TELEPHONE DEVICE	1474206	09-Jul-91	09-Jul-08	16	In Use
Yell Ltd	United Kingdom	TALKING PAGES WITH WALKING FINGERS & TELEPHONE DEVICE	B1475253	09-Jul-91	09-Jul-08	35	In Use
Yell Ltd	United Kingdom	TALKING PAGES WITH WALKING FINGERS & TELEPHONE DEVICE	1475254	09-Jul-91	09-Jul-08	38	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		DEVICE					
Yell Ltd	United Kingdom	TALKING PAGES WITH WALKING FINGERS & TELEPHONE DEVICE	B1475255	09-Jul-91	09-Jul-08	41	In Use
Yell Ltd	United Kingdom	RED BUSINESS PAGES & WALKING FINGERS LOGO	1472636	06-Aug-91	06-Aug-08	16	In Use
Yell Ltd	United Kingdom	RED BUSINESS PAGES	B1472637	06-Aug-91	06-Aug-08	35	Not In Use
Yell Ltd	United Kingdom	FLY-FISHING BY J R HARTLEY	1479772	17-Oct-91	17-Oct-08	16	In Use
Yell Ltd	United Kingdom	FLY-FISHING BY J R HARTLEY	2122257	30-Jan-97	30-Jan-07	9	In Use
Yell Ltd	United Kingdom	THE ONE AND ONLY YELLOW PAGES	2070248	01-May-96	01-May-06	9, 16, 35, 38, 41, 42	In Use
Yell Ltd	United Kingdom	LET YOUR FINGERS DO THE WALKING	2154462	23-Dec-97	23-Dec-07	9, 16, 35, 38, 39, 41, 42	In Use
Yell Ltd	United Kingdom	THE BUSINESS	1540015	28-Jun-93	28-Jun-10	9	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		DATABASE AND WALKING FINGERS LOGO					
Yell Ltd	United Kingdom	THE BUSINESS DATABASE AND WALKING FINGERS LOGO	1540016	28-Jun-93	28-Jun-10	16	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS DATABASE AND WALKING FINGERS LOGO	1540017	28-Jun-93	28-Jun-10	35	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS DATABASE AND WALKING FINGERS LOGO	1540018	28-Jun-93	28-Jun-10	38	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS DATABASE AND WALKING FINGERS LOGO	1542680	23-Jul-93	23-Jul-00	41	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS DATABASE AND WALKING FINGERS LOGO	2060564	07-Mar-96	07-Mar-06	09, 16, 35 38, 41	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS	1562225	11-Feb-94	11-Feb-11	9	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		DATABASE DEVELOPMENT SERVICES + LOGO					
Yell Ltd	United Kingdom	THE BUSINESS DATABASE DEVELOPMENT SERVICES + LOGO	1562226	11-Feb-94	11-Feb-11	16	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS DATABASE DEVELOPMENT SERVICES + LOGO	1562227	11-Feb-94	11-Feb-01	35	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS DATABASE DEVELOPMENT SERVICES + LOGO	1562228	11-Feb-94	11-Feb-01	38	Not In Use
Yell Ltd	United Kingdom	THE BUSINESS DATABASE DEVELOPMENT SERVICES + LOGO	1562229	11-Feb-94	11-Feb-01	42	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	THE □ LOCAL - WORD AND DEVICE	B1585527	20-Sep-94	20-Aug-01	9	Lapsed - not renewed
Yell Ltd	United Kingdom	THE □ LOCAL - WORD AND DEVICE	B1585528	20-Sep-94	20-Sep-01	16	Lapsed - not renewed
Yell Ltd	United Kingdom	THE □ LOCAL - WORD AND DEVICE	B1585529	20-Sep-94	20-Sep-01	35	Lapsed - not renewed
Yell Ltd	United Kingdom	THE □ LOCAL - WORD AND DEVICE	B1585530	20-Sep-94	20-Sep-01	38	Lapsed - not renewed
Yell Ltd	United Kingdom	THE □ LOCAL - WORD AND DEVICE	B1585531	20-Sep-94	20-Sep-01	41	Lapsed - not renewed
Yell Ltd	United Kingdom	STREET LOGO	1575860	17-Jun-94	17-Jun-11	9	Not in use
Yell Ltd	United Kingdom	STREET LOGO	1575861	17-Jun-94	17-Jun-11	16	Not in use
Yell Ltd	United Kingdom	STREET LOGO	1575862	17-Jun-94	17-Jun-11	35	Not in use
Yell Ltd	United Kingdom	STREET LOGO	1575863	17-Jun-94	17-Jun-11	38	Not in use
Yell Ltd	United Kingdom	STREET LOGO	1575864	17-Jun-94	17-Jun-11	41	Not in use
Yell Ltd	United Kingdom	EYPLIST	2009142	27-Jan-95	27-Jan-05	09, 16, 35 38, 41	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	YELLOW PAGES GUIDES WORD AND DEVICE	2027104B	14-Jul-95	14-Jul-05	09, 16, 35 38	Not In Use
Yell Ltd	United Kingdom	YELLOW PAGES GUIDES WORD AND DEVICE	2061205B	15-Mar-96	15-Mar-06	41	Not In Use
Yell Ltd	United Kingdom	FILM FINDER	2047073	20-Nov-95	20-Nov-05	38, 41, 42	In Use
Yell Ltd	European TM (OHIM)	FILM FINDER	57174	01-Apr-96	01-Apr-06	38	In Use
Yell Ltd	United Kingdom	YELLOW PAGES FILM FINDER	2047076	20-Nov-95	20-Nov-05	38, 41, 42	In Use
Yell Ltd	United Kingdom	YELLOW WEB	2045476	20-Nov-95	20-Nov-05	16, 35, 38 41, 42	Not In Use
Yell Ltd	United Kingdom	YELLOW WEB	2114431	01-Nov-96	01-Nov-06	9	Not In Use
Yell Ltd	European TM (OHIM)	YELLOW WEB	527556	05-May-97	05-May-07	9	Not In Use
Yell Ltd	United Kingdom	YELL	2042469	25-Oct-95	25-Oct-05	16, 35, 36 37, 38, 39 41, 42	In Use
Yell Ltd	United Kingdom	YELL	2104960	11-Jul-96	11-Jul-06	9	In Use
Yell Ltd	European TM (OHIM)	YELL	472944	19-Feb-97	19-Feb-07	9	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	European TM (OHIM)	YELL	57190	01-Apr-96	01-Apr-06	16, 35, 36 37, 38, 39 41, 42	In Use
Yell Ltd	New Zealand	YELL	271545	14-Jan-97	14-Jan-04	9	Not In Use
Yell Ltd	New Zealand	YELL	271546	14-Jan-97	14-Jan-04	16	Not In Use
Yell Ltd	New Zealand	YELL	271547	14-Jan-97	14-Jan-04	35	Not In Use
Yell Ltd	New Zealand	YELL	271548	14-Jan-97	14-Jan-04	36	Not In Use
Yell Ltd	New Zealand	YELL	271549	14-Jan-97	14-Jan-04	37	Not In Use
Yell Ltd	New Zealand	YELL	271550	14-Jan-97	14-Jan-04	38	Not In Use
Yell Ltd	New Zealand	YELL	271551	14-Jan-97	14-Jan-04	39	Not In Use
Yell Ltd	New Zealand	YELL	271552	14-Jan-97	14-Jan-04	41	Not In Use
Yell Ltd	New Zealand	YELL	271553	14-Jan-97	14-Jan-04	42	Not In Use
Yell Ltd	U.S.A.	YELL	2194676	13-Oct-98	13-Oct-08	09, 16, 35, 36, 37, 38, 39, 41, 42	In Use
Yell Ltd	Australia	YELL	726167	21-Jan-97	21-Jan-07	09, 16, 35 36, 37, 38 39, 41, 42	Not In Use
Yell Ltd	United Kingdom	WALKING FINGERS WITHOUT 'OPEN	2103273	19-Jun-96	19-Jun-06	9, 16, 35 36, 37, 38 39, 41, 42	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		BOOK' LOGO (SERIES OF 3)					
Yell Ltd	United Kingdom	BUSINESS PAGES	2060911	13-Mar-96	13-Mar-06	16	In Use
Yell Ltd	United Kingdom	STAR BURST DEVICE	2107730	15-Aug-96	15-Aug-06	09, 16, 35, 36, 37 38, 39, 41, 42	Not In Use
Yell Ltd	United Kingdom	YELL & STAR BURST DEVICE	2102590	13-Jun-96	13-Jun-06	16, 35, 36, 37, 38 39, 41, 42	Not In Use
Yell Ltd	United Kingdom	YELL & STAR BURST DEVICE	2106169	26-Jul-96	26-Jul-06	9	Not In Use
Yell Ltd	United Kingdom	BUSINESS PAGES COVER (SERIES OF TWO)	2103093	19-Jun-96	19-Jun-06	16	Not In Use
Yell Ltd	United Kingdom	YELLOGRAM	2103923	28-Jun-96	28-Jun-06	09, 16, 35 38, 41, 42	Not In Use
Yell Ltd	United Kingdom	YELLOW PAGES THE GOOD FUN GUIDE	2105513	18-Jul-96	18-Jul-06	16	Not In Use
Yell Ltd	United Kingdom	YELLOW PAGES GOOD FUN LINE	2105516	18-Jul-96	18-Jul-06	41	Not In Use
Yell Ltd	United Kingdom	YELLOWHUB	2105774	22-Jul-96	22-Jul-06	09, 16, 35 38, 41, 42	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	YELLOW PAGES COVER	2105769	22-Jul-96	22-Jul-06	16	Not In Use
Yell Ltd	United Kingdom	AUTOSPHERE	2110861	24-Sep-96	24-Sep-06	09 16 35 37 38 39 41 42	Not In Use
Yell Ltd	United Kingdom	HOT ON THE NET	2107012	31-Jul-96	31-Jul-06	09, 16, 35, 36, 37 38, 39, 41, 42	Not In Use
Yell Ltd	United Kingdom	QUICK MARKET ANALYSIS + WALKING FINGERS LOGO (SERIES OF 2)	2108666	29-Aug-96	29-Aug-06	09, 16, 35 36, 37, 38 39, 41, 42	In Use
Yell Ltd	United Kingdom	QMA LOGO (SERIES OF 3)	2108675	29-Aug-96	29-Aug-06	09, 16, 35 36, 37, 38 39, 41, 42	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	YOUR BUSINESS COUNTS & WALKING FINGERS LOGO	2108685	29-Aug-96	29-Aug-06	09, 16, 35 36, 37, 38 39, 41, 42	In Use
Yell Ltd	United Kingdom	YELLOW PAGES. FOR ADS THAT WORK AS HARD AS YOU DO	2111256	26-Sep-96	26-Sep-06	09, 16, 35 38, 41, 42	In Use
Yell Ltd	United Kingdom	YELLOW PAGES GUIDES COVER + WALKING FINGERS DEVICE	2027104A	14-Jul-95	14-Jul-05	09, 16, 35 38	Not In Use
Yell Ltd	United Kingdom	YELLOW PAGES GUIDES COVER + WALKING FINGERS DEVICE	2061205A	15-Mar-96	15-Mar-06	41	Not In Use
Yell Ltd	United Kingdom	EYP ELECTRONIC YELLOW PAGES	2123898	14-Feb-97	14-Feb-07	09, 16, 35 38, 41, 42	Not In Use
Yell Ltd	United Kingdom	WALKING FINGERS IN 3-D	2139372A	14-Jul-97	14-Jul-07	09, 37, 38 39	In Use
Yell Ltd	United Kingdom	YELL "Y" DEVICE (SERIES OF 2)	2133250	20-May-97	20-May-07	09, 16, 35 36, 37, 38 39, 41, 42	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	YELLOWPOINT	2136110	17-Jun-97	17-Jun-07	09, 16, 35 38, 42	In Use
Yell Ltd	United Kingdom	YP DIRECT	2180117	20-Oct-98	20-Oct-08	09, 16, 35 36, 37, 38 39, 41, 42	Not In Use
Yell Ltd	United Kingdom	TRADE UK	2168655	05-Jun-98	05-Jun-08	38	Not In Use
Yell Ltd	United Kingdom	YELL UK WEB	2199083	02-Jun-99	02-Jun-09	09, 16, 35 36, 37, 38 39, 41, 42	Not In Use
Yell Ltd	United Kingdom	THE LONDON GUIDE FROM YELL	2204544	30-Jul-99	30-Jul-09	09, 16, 35 36, 37, 38 39, 41, 42	Not In Use
Yell Ltd	Ireland	WALKING FINGERS DEVICE	175109	24-Jun-96	23-Jun-03	16	In Use
Yell Ltd	Ireland	THE ONE AND ONLY YELLOW PAGES	175243	01-May-96	01-May-03	9	In Use
Yell Ltd	Ireland	THE ONE AND ONLY YELLOW PAGES	175244	01-May-96	01-May-03	16	In Use
Yell Ltd	Ireland	BUSINESS PAGES	210066	21-Oct-97	21-Oct-07	16	In Use
Yell Ltd	Belize	YELLOW PAGES	6383	04-Apr-91	06-Apr-05	9	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Belize	WALKING FINGERS LOGO	6384	03-Apr-91	06-Apr-05	9	Not In Use
Yell Ltd	Falkland Islands	YELLOW PAGES	9351	24-Jun-91	06-Apr-05	9	Not In Use
Yell Ltd	Falkland Islands	WALKING FINGERS LOGO	9221	24-Jun-91	06-Apr-05	9	Not In Use
Yell Ltd	Grenada	YELLOW PAGES	27/1991	05-Apr-91	06-Apr-05	9	Not In Use
Yell Ltd	Grenada	WALKING FINGERS LOGO	28/1991	25-Mar-91	06-Apr-05	9	Not In Use
Yell Ltd	Gibraltar	YELLOW PAGES	6138	27-Mar-91	06-Apr-05	9	Not In Use
Yell Ltd	Gibraltar	WALKING FINGERS LOGO	6156	27-Mar-91	06-Apr-05	9	Not In Use
Yell Ltd	Kiribati	YELLOW PAGES	1102	06-Apr-84	06-Apr-05	9	Not In Use
Yell Ltd	Kiribati	WALKING FINGERS LOGO	1106	06-Apr-84	06-Apr-05	9	Not In Use
Yell Ltd	Cayman Islands	YELLOW PAGES	124	06-Apr-84	01-Jan-03	9	Not In Use
Yell Ltd	Cayman Islands	WALKING FINGERS LOGO	128	06-Apr-84	01-Jan-03	9	Not In Use
Yell Ltd	Solomon Islands	YELLOW PAGES	1439	26-Aug-91	06-Apr-05	9	Not In Use
Yell Ltd	St Helena	YELLOW PAGES	1105	24-Jul-91	06-Apr-05	9	Not In Use
Yell Ltd	St Helena	WALKING	1109	24-Jul-91	06-Apr-05	9	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		FINGERS LOGO					
Yell Ltd	Tonga	YELLOW PAGES	1332	05-Jul-91	06-Apr-05	9	Not In Use
Yell Ltd	Tonga	WALKING FINGERS LOGO	1333	05-Jul-91	06-Apr-05	9	Not In Use
Yell Ltd	Tuvalu	YELLOW PAGES	606	17-Jul-91	06-Apr-05	9	Not In Use
Yell Ltd	Tuvalu	WALKING FINGERS LOGO	610	17-Jul-91	06-Apr-05	9	Not In Use
Yell Ltd	St Vincent & Grenadines	YELLOW PAGES	73/1992	28-Aug-92	06-Jul-05	9	Not In Use
Yell Ltd	St Vincent & Grenadines	WALKING FINGERS LOGO	76/1992	28-Aug-92	06-Apr-05	9	Not In Use
Yell Ltd	Guernsey	YELLOW PAGES	B1216303	09-Apr-91	06-Apr-05	9	In use under licence
Yell Ltd	Guernsey	WALKING FINGERS LOGO	B1216304	09-Apr-91	06-Apr-05	9	Not In Use
Yell Ltd	Jersey	YELLOW PAGES	B5702	25-Mar-91	06-Apr-05	9	In use under licence
Yell Ltd	Jersey	WALKING FINGERS LOGO	B5703	25-Mar-91	06-Apr-05	9	Not In Use
Yell Ltd	Yemen	YELLOW PAGES	2854	16-Sep-91	16-Sep-01	9	Not In Use
Yell Ltd	Yemen	WALKING	2858	16-Sep-91	16-Sep-01	9	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		FINGERS LOGO					
Yell Ltd	Belize	YELLOW PAGES	6396	04-Apr-91	15-Aug-10	16	Not In Use
Yell Ltd	Belize	YELLOW PAGES & LOGO	6397	04-Apr-91	08-Jan-11	16	Not In Use
Yell Ltd	Belize	WALKING FINGERS LOGO	6398	04-Apr-91	08-Jan-11	16	Not In Use
Yell Ltd	Falkland Islands	YELLOW PAGES	9216	24-Jun-91	No longer a territory	16	Not In Use
Yell Ltd	Falkland Islands	YELLOW PAGES & LOGO	9224	24-Jun-91	"	16	Not In Use
Yell Ltd	Falkland Islands	WALKING FINGERS LOGO	9220	24-Jun-91	"	16	Not In Use
Yell Ltd	Grenada	YELLOW PAGES	25/1991	22-Mar-91	15-Aug-10	16	Not In Use
Yell Ltd	Grenada	YELLOW PAGES & LOGO	32/1991	22-Mar-91	08-Jan-11	16	Not In Use
Yell Ltd	Grenada	WALKING FINGERS LOGO	26/1991	22-Mar-91	08-Jan-11	16	Not In Use
Yell Ltd	Gibraltar	YELLOW PAGES	6153	27-Mar-91	15-Aug-10	16	Not In Use
Yell Ltd	Gibraltar	YELLOW PAGES & LOGO	6136	27-Mar-91	08-Jan-11	16	Not In Use
Yell Ltd	Gibraltar	WALKING FINGERS LOGO	6155	27-Mar-91	08-Jan-11	16	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Kiribati	YELLOW PAGES	1101	15-Oct-79	15-Oct-10	16	Not In Use
Yell Ltd	Kiribati	YELLOW PAGES & LOGO	1109	08-Jan-80	08-Jan-11	16	Not In Use
Yell Ltd	Kiribati	WALKING FINGERS LOGO	1105	08-Jan-80	08-Jan-11	16	Not In Use
Yell Ltd	Cayman Islands	YELLOW PAGES	123	15-Aug-79	15-Aug-10	16	Not In Use
Yell Ltd	Cayman Islands	YELLOW PAGES & LOGO	131	08-Jan-80	08-Jan-11	16	Not In Use
Yell Ltd	Cayman Islands	WALKING FINGERS LOGO	127	08-Jan-80	08-Jan-11	16	Not In Use
Yell Ltd	Solomon Islands	YELLOW PAGES	1438	26-Aug-91	15-Aug-10	16	Not In Use
Yell Ltd	Solomon Islands	YELLOW PAGES & LOGO	1442	26-Aug-91	08-Jan-11	16	Not In Use
Yell Ltd	Solomon Islands	WALKING FINGERS LOGO	1446	26-Aug-91	08-Jan-11	16	Not In Use
Yell Ltd	St Helena	YELLOW PAGES	1104	24-Jul-91	15-Aug-10	16	Not In Use
Yell Ltd	St Helena	YELLOW PAGES & LOGO	1112	24-Jul-91	08-Jan-11	16	Not In Use
Yell Ltd	St Helena	WALKING FINGERS LOGO	1108	24-Jul-91	08-Jan-11	16	Not In Use
Yell Ltd	Tonga	YELLOW PAGES	1329	05-Jul-91	15-Aug-10	16	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Tonga	YELLOW PAGES & LOGO	1330	05-Jul-91	08-Jan-11	16	Not In Use
Yell Ltd	Tonga	WALKING FINGERS LOGO	1331	05-Jul-91	08-Jan-11	16	Not In Use
Yell Ltd	Tuvalu	YELLOW PAGES	605	17-Jul-91	15-Aug-10	16	Not In Use
Yell Ltd	Tuvalu	YELLOW PAGES & LOGO	613	17-Jul-91	08-Jan-11	16	Not In Use
Yell Ltd	Tuvalu	WALKING FINGERS LOGO	609	17-Jul-91	08-Jan-11	16	Not In Use
Yell Ltd	St Vincent & Grenadines	YELLOW PAGES	75/1992	28-Aug-92	15-Aug-10	16	Not In Use
Yell Ltd	St Vincent & Grenadines	YELLOW PAGES & LOGO	71/1992	28-Aug-92	08-Jan-11	16	Not In Use
Yell Ltd	St Vincent & Grenadines	WALKING FINGERS LOGO	72/1992	28-Aug-92	08-Jan-11	16	Not In Use
Yell Ltd	Vanuatu	YELLOW PAGES & LOGO	621	08-Jan-80	08-Jan-11	16	Not In Use
Yell Ltd	Guernsey	YELLOW PAGES	B1119206	09-Apr-91	15-Aug-10	16	In use under licence
Yell Ltd	Guernsey	YELLOW PAGES & LOGO	B1126594	09-Apr-91	08-Jan-11	16	In use under licence
Yell Ltd	Guernsey	WALKING	1126595	09-Apr-91	08-Jan-11	16	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		FINGERS LOGO					
Yell Ltd	Jersey	YELLOW PAGES	B5699	25-Mar-91	15-Aug-10	16	In use under licence
Yell Ltd	Jersey	YELLOW PAGES & LOGO	B5700	25-Mar-91	08-Jan-11	16	Not In Use
Yell Ltd	Jersey	WALKING FINGERS LOGO	B5701	25-Mar-91	08-Jan-11	16	Not In Use
Yell Ltd	Yemen	YELLOW PAGES	2855	16-Sep-91	16-Sep-11	16	Not In Use
Yell Ltd	Yemen	YELLOW PAGES & LOGO	16-Sep-91	16-Sep-11	16	Not In Use	
Yell Ltd	Yemen	WALKING FINGERS LOGO	2859	16-Sep-91	16-Sep-11	16	
Yell Ltd	Belize	YELLOW PAGES	6388	04-Apr-91	01-Oct-07	35	Not In Use
Yell Ltd	Belize	WALKING FINGERS LOGO	6389	04-Apr-91	01-Oct-07	35	Not In Use
Yell Ltd	Falkland Islands	YELLOW PAGES	9218	24-Jun-91	01-Oct-07	35	Not In Use
Yell Ltd	Falkland Islands	WALKING FINGERS LOGO	9222	24-Jun-91	01-Oct-07	35	Not In Use
Yell Ltd	Grenada	YELLOW PAGES	33/1991	02-Apr-91	01-Oct-07	35	Not In Use
Yell Ltd	Grenada	WALKING FINGERS LOGO	29/1991	05-Apr-91	01-Oct-07	35	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Gibraltar	YELLOW PAGES	6154	27-Mar-91	01-Oct-07	35	Not In Use
Yell Ltd	Gibraltar	YELLOW PAGES & LOGO	6139	27-Mar-91	01-Oct-07	35	Not In Use
Yell Ltd	Gibraltar	WALKING FINGERS LOGO	6137	27-Mar-91	01-Oct-07	35	Not In Use
Yell Ltd	Kiribati	YELLOW PAGES	1103	01-Oct-86	01-Oct-07	35	Not In Use
Yell Ltd	Kiribati	WALKING FINGERS LOGO	1107	01-Oct-86	01-Oct-07	35	Not In Use
Yell Ltd	Cayman Islands	YELLOW PAGES	125	01-Oct-86	01-Oct-07	35	Not In Use
Yell Ltd	Cayman Islands	WALKING FINGERS LOGO	129	01-Oct-86	01-Oct-07	35	Not In Use
Yell Ltd	St Helena	YELLOW PAGES	1106	01-Oct-86	01-Oct-07	35	Not In Use
Yell Ltd	St Helena	WALKING FINGERS LOGO	1110	01-Oct-86	01-Oct-07	35	Not In Use
Yell Ltd	Tonga	YELLOW PAGES	1336	05-Jul-91	01-Oct-07	35	Not In Use
Yell Ltd	Tonga	WALKING FINGERS LOGO	1337	05-Jul-91	01-Oct-93	35	Not In Use
Yell Ltd	Tuvalu	YELLOW PAGES	975	17-May-01	01-Oct-07	35	Not In Use
Yell Ltd	Tuvalu	WALKING FINGERS LOGO	972	17-May-01	01-Oct-07	35	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Guernsey	YELLOW PAGES	B1283391	09-Apr-91	01-Oct-07	35	In use under licence
Yell Ltd	Guernsey	WALKING FINGERS LOGO	1283380	09-Apr-91	01-Oct-07	35	Not In Use
Yell Ltd	Jersey	YELLOW PAGES	B5698	25-Mar-91	01-Oct-07	35	In use under licence
Yell Ltd	Jersey	WALKING FINGERS LOGO	5695	25-Mar-91	01-Oct-07	35	Not In Use
Yell Ltd	Yemen	YELLOW PAGES	2856	16-Sep-91	16-Sep-01	35	Not In Use
Yell Ltd	Yemen	WALKING FINGERS LOGO	2860	16-Sep-91	16-Sep-01	35	Not In Use
Yell Ltd	Belize	YELLOW PAGES	6385	04-Apr-91	01-Oct-07	38	Not In Use
Yell Ltd	Belize	WALKING FINGERS LOGO	6386	04-Apr-91	01-Oct-07	38	Not In Use
Yell Ltd	Falkland Islands	YELLOW PAGES	9219	24-Jun-91	01-Oct-07	38	Not In Use
Yell Ltd	Falkland Islands	YELLOW PAGES & LOGO	9225	24-Jun-91	01-Oct-07	38	Not In Use
Yell Ltd	Falkland Islands	WALKING FINGERS LOGO	9223	24-Jun-91	01-Oct-07	38	Not In Use
Yell Ltd	Grenada	YELLOW PAGES	34/1991	28-Mar-91	01-Oct-07	38	Not In Use
Yell Ltd	Grenada	YELLOW PAGES	31/1991	05-Apr-91	01-Oct-07	38	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		& LOGO					
Yell Ltd	Grenada	WALKING FINGERS LOGO	30/1991	02-Apr-91	01-Oct-07	38	Not In Use
Yell Ltd	Gibraltar	YELLOW PAGES	6157	27-Mar-91	01-Oct-07	38	Not In Use
Yell Ltd	Gibraltar	WALKING FINGERS LOGO	6152	27-Mar-91	01-Oct-07	38	Not In Use
Yell Ltd	Kiribati	YELLOW PAGES	1104	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	Kiribati	YELLOW PAGES & LOGO	1110	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	Kiribati	WALKING FINGERS LOGO	1108	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	Cayman Islands	YELLOW PAGES	126	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	Cayman Islands	YELLOW PAGES & LOGO	132	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	Cayman Islands	WALKING FINGERS LOGO	130	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	St Helena	YELLOW PAGES	1107	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	St Helena	YELLOW PAGES & LOGO	1113	01-Oct-86	01-Oct-07	38	Not In Use
Yell Ltd	St Helena	WALKING FINGERS LOGO	1111	01-Oct-86	01-Oct-07	38	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Tonga	YELLOW PAGES	1338	05-Jul-91	01-Oct-07	38	Not In Use
Yell Ltd	Tonga	YELLOW PAGES & LOGO	1335	05-Jul-91	01-Oct-93	This mark has been superseded. Tonga now only has one multiclass mark (reg no 1243)	Not In Use
Yell Ltd	Tonga	WALKING FINGERS LOGO	1334	05-Jul-91	01-Oct-93	"	Not In Use
Yell Ltd	Tuvalu	YELLOW PAGES & LOGO	974	17-May-01	01-Oct-07	38	Not In Use
Yell Ltd	Tuvalu	YELLOW PAGES & LOGO	976	17-May-01	01-Oct-07	38	Not In Use
Yell Ltd	Tuvalu	WALKING FINGERS LOGO	973	17-May-01	01-Oct-07	38	Not In Use
Yell Ltd	Guernsey	YELLOW PAGES	B1283392	01-Oct-91	01-Oct-07	38	In use under licence
Yell Ltd	Guernsey	YELLOW PAGES & LOGO	B1283385	09-Apr-91	01-Oct-07	38	Not In Use
Yell Ltd	Guernsey	WALKING FINGERS LOGO	1283381	09-Apr-91	01-Oct-07	38	Not In Use
Yell Ltd	Jersey	YELLOW PAGES & LOGO	B5697	25-Mar-91	01-Oct-07	38	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Jersey	WALKING FINGERS LOGO	5696	25-Mar-91	01-Oct-07	38	Not In Use
Yell Ltd	Yemen	YELLOW PAGES	2857	16-Sep-91	16-Sep-11	38	Not In Use
Yell Ltd	Yemen	YELLOW PAGES & LOGO	2863	16-Sep-91	16-Sep-11	38	Not In Use
Yell Ltd	Yemen	WALKING FINGERS LOGO	2861	16-Sep-91	16-Sep-10	38	Not In Use
Yell Ltd	St Vincent & Grenadines	YELLOW PAGES	68/1992	31-Aug-92	01-Oct-07	38	Not In Use
Yell Ltd	St Vincent & Grenadines	YELLOW PAGES & LOGO	74/1992	28-Aug-92	01-Oct-07	38	Not In Use
Yell Ltd	St Vincent & Grenadines	WALKING FINGERS LOGO	69/1992	28-Aug-92	01-Oct-07	38	Not In Use
Yell Ltd	European TM (OHIM)	YELLOW WEB	57158	01-Apr-96	01-Apr-06	16 35 38 41 42	Not In Use
Yell Ltd	Ireland	WALKING FINGERS LOGO	215531	01-Jul-96	30-Jun-06	35 38 41	In Use
Yell Ltd	Ireland	WALKING FINGERS LOGO	216529	14-Sep-99	14-Sep-09	36	In Use
Yell Ltd	Ireland	WALKING FINGERS LOGO	216097	07-Sep-99	06-Sep-09	39 42	In Use
Yell Ltd	Ireland	BUSINESS PAGES	210066	21-Oct-97	20-Oct-07	16	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	Ireland	BUSINESS PAGES & WALKING FINGERS LOGO	215846	21-Oct-97	20-Oct-07	9 16 35 38 41	In Use
Yell Ltd	United Kingdom	YELL.COM Device	2224851	06-Mar-00	06-Mar-10	9 16 35 36 37 38 39 40 41 42	In Use
Yell Ltd	United Kingdom	YELL.COM Device (WITH SQUARE DOT PREFIX)	2224870	06-Mar-00	06-Mar-10	9 16 35 36 37 38 39 40 41 42	In Use
Yell Ltd	United Kingdom	ALL YOU NEED FOR ALL YOU WANT Slogan with WALKING FINGERS Logo	2225120	08-Mar-00	08-Mar-10	9 16 35 38 41 42	In Use
Yell Ltd	European TM (OHIM)	YELLOW BOOK	001322437	24-Sep-99	24-Sept-09	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	Ireland	TALKING PAGES	215435	25-Aug-97	24-Aug-07	9 16 35 38 41	In Use
Yell Ltd	United Kingdom	YELLOW BOOK	2209370	21-Sep-99	20-Sep-09	9 16 35 36 37 38 39 41 42	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	United Kingdom	DON'T SEARCH, JUST YELL.COM (words)	2253823	22-Nov-00	22-Nov-10	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	United Kingdom	DON'T SEARCH, JUST YELL.COM & W/F Logo	2253934	23-Nov-00	23-Nov-10	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	United Kingdom	WALKING FINGERS IN 3-D	2139372B	14-Jul-97	14-Jul-07	16 35 36 41 42	In Use
Yell Ltd	European TM (OHIM)	LET YOUR FINGERS DO THE WALKING	856799	19-Jun-98	19-Jun-08	9 16 35 38 39 41 42	In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624856	19-Apr-00	19-Apr-07	16	Not In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624859	19-Apr-00	19-Apr-07	37	Not In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624861	19-Apr-00	19-Apr-07	39	Not In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624862	19-Apr-00	19-Apr-07	41	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624863	19-Apr-00	19-Apr-07	42	Not In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624855	19-Apr-00	19-Apr-07	9	Not In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624860	19-Apr-00	19-Apr-07	38	Not In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624857	19-Apr-00	19-Apr-07	35	Not In Use
Yell Ltd	New Zealand	YELL ANIMATED LOGO	624858	19-Apr-00	19-Apr-07	36	Not In Use
Yell Ltd	UK	WALKING FINGERS LOGO & MOUSE INSIDE SQUARE DOT DEVICE	2266615	06-Apr-01	06-Apr-11	9 16 35 36 37 38 39 40 41 42	Not In Use
Yell Ltd	UK	YELL WITH SQUARE DOT PREFIX	2266611	06-Apr-01	06-Apr-11	9 16 35 36 37 38 39 41 42	In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	UK	BUSINESS PAGES	2268759	27-Apr-01	27-Apr-11	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	UK	SQUARE DOT (with blue and black colour claim)	2244289A	01-Sep-00	01-Sep-10	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	UK	SQUARE DOT (with red and black colour claim)	2244289B	01-Sep-00	01-Sep-10	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	UK	SQUARE DOT (with yellow and black colour claim)	2244289C	01-Sep-00	01-Sep-10	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	UK	YELL MOVING IMAGE	2250465	18-Oct-00	18-Oct-10	9 16 35 36 37 38 39 41 42	Not In Use
Yell Ltd	Ireland	EYP	215409	01-Aug-96	01-Aug-06	9 16 35 38 41 42	Not In Use
Yell Ltd	U.S.A.	YELL.COM (WITH SQUARE DOT PREFIX)	2676201	Filing: 10-Aug-00 Reg'n: 21-Jan-03	21-Jan-13	9 16 35 36 37 38 39 41 42	In Use
Yell Ltd	UK	YELL IN A SQUARE DEVICE	2280188	Filing: 11-Sep-01	11-Sep-11	9 16 35 36 37 38 39 41 42	Not In Use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
Yell Ltd	UK	118248	2301107	21-May-02	21-May-12	9 16 35 38 41 42 43 45	Not in use
Yell Ltd	Australia	YELL inside Square Dot Device	888956	12-Sep-01	12-Sep-11	9 16 35 36 37 38 39 41 42	Not in use
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636043	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	9	Not in use
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636044	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	16	Not in use
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636045	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	35	Not in use
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636046	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	36	Not in use
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636047	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	37	Not in use
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636048	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	38	Not in use

PROPRIETOR	COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE	CLASSES	STATUS
		PREFIX					
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636049	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	39	Not in use
Yell Ltd	New Zealand	YELL WITH SQUARE DOT PREFIX	636050	11-Apr-01 (Priority claim: 06-Apr-01)	06-Apr-11	41	Not in use
Yell Ltd	New Zealand	YELL.COM Stylized	621021	15-Aug-00	15-Aug-10	9	Not in use
Yell Ltd	New Zealand	YELL.COM Stylized	621022	15-Aug-00	15-Aug-10	16	Not in use
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621038	15-Aug-00	15-Aug-10	42	Not in use

Section II - Pending Trade Mark Applications

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	Canada	YELL	833533	13-Jan-97	-
Yell Ltd	European TM (OHIM)	EYP	684878	18-Nov-97	9 16 35 38 41 42
Yell Ltd	European TM (OHIM)	YELLO	1317874	21-Sep-99	9 16 35 36 37 38

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
					39 41 42
Yell Ltd	European TM (OHIM)	YELL.COM Device	1544576	07-Mar-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	European TM (OHIM)	YELL.COM (WITH SQUARE DOT PREFIX)	1543933	07-Mar-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	European TM (OHIM)	DON'T SEARCH, JUST YELL.COM	001968130	22-Nov-00	9 16 35 36 37 38 39 41 42
Yell Ltd	United Kingdom	YELLOW & WHITE SQUARE DOT Device	2282775	10-Oct-01	9 16 35 36 37 38 39 41 42
Yell Ltd	United Kingdom	YELLO	2185252	23-Dec-98	9 16 35 36 37 38 39 41 42
Yell Ltd	European TM (OHIM)	DON'T SEARCH, JUST YELL.COM WITH WALKING FINGERS DEVICE	001970268	22-Nov-00	9 16 35 36 37 38 39 41 42
Yell Ltd	Ireland	ELECTRONIC YELLOW PAGES	4280/97	20-Nov-97	9 16 35 38 41 42
Yell Ltd	Ireland	TALKING PAGES	3930/97	23-Oct-97	9 16 35 38 41
Yell Ltd	Ireland	TALKING PAGES LOGOTYPE	3931/97	23-Oct-97	9 16 35 38 41
Yell Ltd	Ireland	YELLOW PAGES FILM FINDER	4019/96	24-Jun-96	38
Yell Ltd	Ireland	YELLOW PAGES FILM FINDER	4020/96	24-Jun-96	41
Yell Ltd	Ireland	YELLOW PAGES FILM FINDER	4021/96	24-Jun-96	42
Yell Ltd	Ireland	LET YOUR FINGERS DO THE	4659/97	30-Dec-97	9 16 35 38 39 41

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
		WALKING			42
Yell Ltd	Ireland	THE ONE AND ONLY YELLOW PAGES	209885	24-Jun-96	35 38 41 42
Yell Ltd	Ireland	YELL.COM Device	2000/01446	13-Apr-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Ireland	YELL.COM (WITH SQUARE DOT PREFIX)	2000/01447	13-Apr-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Ireland	SQUARE DOT DEVICE	2000/01448	13-Apr-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Tuvalu	YELLOW PAGES	B1216303	06-Apr-84	9
Yell Ltd	Tuvalu	YELLOW PAGES	605	17-Jul-91	16
Yell Ltd	Tuvalu	YELLOW PAGES & LOGO	613	17-Jul-91	16
Yell Ltd	Ireland	YELLOW PAGES	4658/97	30-Dec-97	9 16 35 38 39 41 42
Yell Ltd	Ireland	ELECTRONIC YELLOW PAGES	4680/97	20-Nov-97	9 16 35 38 41 42
Yell Ltd	Tuvalu	WALKING FINGERS LOGO	610	17-Jul-91	9
Yell Ltd	Tuvalu	WALKING FINGERS LOGO	609	17-Jul-91	16
Yell Ltd	U.S.A.	YELL MOVING IMAGE	76/029708	19-Apr-00	9 16 35 36 37 38 39 40 41 42

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	U.S.A.	YELL.COM DEVICE	76/107220	10-Aug-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	U.S.A.	SQUARE DOT DEVICE	76/028118	13-Apr-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	U.S.A.	YELL INSIDE SQUARE DOT DEVICE	76/317,075	20-Sept-01	9 16 35 36 37 38 39 41 42
Yell Ltd	Vanuatu	YELLOW PAGES	613	09-Sep-91	16
Yell Ltd	Vanuatu	YELLOW PAGES	614	09-Sep-91	9
Yell Ltd	Vanuatu	YELLOW PAGES & LOGO	621	09-Sep-91	16
Yell Ltd	Vanuatu	WALKING FINGERS LOGO	10207	19-Nov-97	9
Yell Ltd	Vanuatu	WALKING FINGERS LOGO	617	09-Sep-91	16
Yell Ltd	Ireland	ANIMATED YELL LOGO	2000/03077	17-Aug-00	9 16 35 36 37 38 39 41 42
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847839	25-Aug-00	9
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847840	25-Aug-00	16
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847842	25-Aug-00	35
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847843	25-Aug-00	36
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847844	25-Aug-00	37
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847845	25-Aug-00	38
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847846	25-Aug-00	39

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847847	25-Aug-00	41
Yell Ltd	Australia	SERIES OF 5 COLOURED DOTS	847850	25-Aug-00	42
Yell Ltd	Canada	YELL.COM & DESIGN	1,072,680	28-Aug-00	-
Yell Ltd	Canada	YELL.COM	1,072,688	28-Aug-00	-
Yell Ltd	Canada	YELL ANIMATED LOGO	1,079,243	18-Oct-00	-
Yell Ltd	Australia	YELL.COM & SQUARE DOT PREFIX.	2244870	6-Mar-00	9 16 35 36 37 38 39 41 42
Yell Ltd	Australia	YELL .COM STYLISED	2244851	6-Mar-00	9 16 35 36 37 38 41 42
Yell Ltd	Australia	YELL ANIMATED LOGO	848112	28-Aug-00	9 16 35 36 37 38 39 41 42
Yell Ltd	New Zealand	SQUARE DOT LOGO	621539	23-Aug-00	9
Yell Ltd	New Zealand	SQUARE DOT LOGO	621540	23-Aug-00	16
Yell Ltd	New Zealand	SQUARE DOT LOGO	621541	23-Aug-00	35
Yell Ltd	New Zealand	SQUARE DOT LOGO	621542	23-Aug-00	36
Yell Ltd	New Zealand	SQUARE DOT LOGO	621543	23-Aug-00	37
Yell Ltd	New Zealand	SQUARE DOT LOGO	621544	23-Aug-00	38
Yell Ltd	New Zealand	SQUARE DOT LOGO	621545	23-Aug-00	39
Yell Ltd	New Zealand	SQUARE DOT LOGO	621546	23-Aug-00	41
Yell Ltd	New Zealand	SQUARE DOT LOGO	621547	23-Aug-00	42

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	New Zealand	YELL.COM Stylized	621023	15-Aug-00	35
Yell Ltd	New Zealand	YELL.COM Stylized	621024	15-Aug-00	36
Yell Ltd	New Zealand	YELL.COM Stylized	621025	15-Aug-00	37
Yell Ltd	New Zealand	YELL.COM Stylized	621026	15-Aug-00	38
Yell Ltd	New Zealand	YELL.COM Stylized	621027	15-Aug-00	39
Yell Ltd	New Zealand	YELL.COM Stylized	621028	15-Aug-00	41
Yell Ltd	New Zealand	YELL.COM Stylized	621029	15-Aug-00	42
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621030	15-Aug-00	9
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621031	15-Aug-00	16
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621032	15-Aug-00	35
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621033	15-Aug-00	36
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621034	15-Aug-00	37
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621035	15-Aug-00	38
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621036	15-Aug-00	39

TRADEMARK
REEL: 002843 FRAME: 0947

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	New Zealand	YELL.COM WITH SQUARE DOT PREFIX	621037	15-Aug-00	41
Yell Ltd	European TM (OHIM)	YELL ANIMATED LOGO	001910553	19-Apr-00	9 16 35 36 37 38 39 41 42
Yell Ltd	Canada	YELL INSIDE SQUARE DOT DEVICE	1,115,495	20-Sept-01	9 16 35 36 37 38 39 41 42
Yell Ltd	European TM (OHIM)	SQUARE DOT DEVICE	001616812	18-Apr-00	9 16 35 36 37 38 39 40 41 42
Yell Ltd	European TM (OHIM)	YELL WITH SQUARE DOT PREFIX	002172682	10-Apr-01 (Priority claim: 06- Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Australia	YELL WITH SQUARE DOT PREFIX		10-Apr-01 (Priority claim: 06- Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Canada	YELL WITH SQUARE DOT PREFIX		10-Apr-01 (Priority claim: 06- Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Ireland	YELL WITH SQUARE DOT PREFIX	2001/01294	11-Apr-01 (Priority claim: 06- Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	US	YELL WITH SQUARE DOT PREFIX	76/241, 819	12-Apr-01 (Priority claim: 06- Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	European TM (OHIM)	WALKING FINGERS LOGO & MOUSE INSIDE SQUARE DOT DEVICE		10-Apr-01 (Priority claim: 06- Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Australia	WALKING FINGERS LOGO &		10-Apr-01 (Priority claim: 06- Apr-01)	9 16 35 36 37 38

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
		MOUSE INSIDE SQUARE DOT DEVICE		Apr-01)	39 40 41 42
Yell Ltd	Canada	WALKING FINGERS LOGO & MOUSE INSIDE SQUARE DOT DEVICE		10-Apr-01 (Priority claim: 06-Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	Ireland	WALKING FINGERS LOGO & MOUSE INSIDE SQUARE DOT DEVICE		10-Apr-01 (Priority claim: 06-Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	US	WALKING FINGERS LOGO & MOUSE INSIDE SQUARE DOT DEVICE		10-Apr-01 (Priority claim: 06-Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	New Zealand	WALKING FINGERS LOGO & MOUSE INSIDE SQUARE DOT DEVICE		10-Apr-01 (Priority claim: 06-Apr-01)	9 16 35 36 37 38 39 40 41 42
Yell Ltd	United Kingdom	BUSINESS PAGES directory cover with WALKING FINGERS Logo (colour); BUSINESS PAGES directory cover without WALKING FINGERS Logo (colour); BUSINESS PAGES directory cover with WALKING FINGERS Logo (black & white) - (3 Series Application)	2268447	27-Apr-01	9 16 35 36 37 38 39 41 42
Yell Ltd	United Kingdom	BUSINESS PAGES & WALKING	2268735	27-Apr-01	9 16 35 36 37 38

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
		FINGERS LOGO			39 41 42
Yell Ltd	United Kingdom	YELL DATA & WALKING FINGERS Device	2296215	21-Mar-02	9 16 35 38 41 42
Yell Ltd	United Kingdom	YELL DATA (Words)	2296216	21-Mar-02	9 16 35 38 41 42
Yell Ltd	European TM (OHIM)	YELL DATA & WALKING FINGERS Device	002634129	27-Mar-02	9 16 35 38 41 42
Yell Ltd	European TM (OHIM)	YELL DATA (Words)	002634194	27-Mar-02	9 16 35 38 41 42
Yell Ltd	United Kingdom	118247	2301090	21-May-02	9 16 35 38 41 42
Yell Ltd	United Kingdom	118020	2301101	21-May-02	9 16 35 38 41 42
Yell Ltd	United Kingdom	TALKING PAGES 118247	2301095	21-May-02	9 16 35 38 41 42
Yell Ltd	United Kingdom	TALKING PAGES 118248	2301109	21-May-02	9 16 35 38 41 42
Yell Ltd	United Kingdom	TALKING PAGES 118020	2301106	21-May-02	9 16 35 38 41 42
Yell Ltd	United Kingdom	WALKING FINGERS (words)	2314782	24-Oct-02	9 16 35 36 37 38 39 41 42
Yell Ltd	United Kingdom	ONE CLICK & WALKING FINGERS Device (without 'open book' symbol) & YELL.COM	2314269	28-Oct-02	9 16 35 36 37 38 39 41 42
Yell Ltd	United Kingdom	ONE CALL & WALKING FINGERS with TELEPHONE Device & TALKING PAGES 0800 600 900	2314267	28-Oct-02	9 16 35 36 37 38 39 41 42

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	United Kingdom	ONE BOOK & WALKING FINGERS Device (with 'open book' symbol) & YELLOW PAGES	2314265	28-Oct-02	9 16 35 36 37 38 39 41 42
Yell Ltd	United Kingdom	YELLOW PAGES 24 7	2319211	19-Dec-02	9 16 35 38 41 42 43 45
Yell Ltd	United Kingdom	WALKING FINGERS with TELEPHONE Device & YELLOW PAGES 118 24 7	2322778	04-Feb-03	9 16 35 38 41 42 43 45
Yell Ltd	United Kingdom	WALKING FINGERS with TELEPHONE Device & 24 7	2322757	04-Feb-03	9 16 35 38 41 42 43 45
Yell Ltd	United Kingdom	WALKING FINGERS with TELEPHONE Device & 118 24 7	2322812	05-Feb-03	9 16 35 38 41 42 43 45
Yell Ltd	United Kingdom	ONLY YELLOW PAGES (word)	2325852	06-Mar-03	9 16 35 36 37 38 39 41 42 43 45
Yell Ltd	European TM (OHIM)	WALKING FINGERS	E3090172	06-Mar-03	9 16 35 36 37 38 39 41 42 43
Yell Ltd	United Kingdom	WALKING FINGERS (with 'open book' symbol)	2329120	09-Apr-03	36 37 43 45
Yell Ltd	United Kingdom	YELLOW PAGES & WALKING FINGERS (with 'open book' symbol)	2329121	09-Apr-03	9 16 35 36 37 38 39 41 42 43
Yell Ltd	United Kingdom	THERE'S ONLY ONE YELLOW PAGES (word)	2330910	30-Apr-03	9 16 35 36 37 38 39 41 42 43 45

PROPRIETOR	COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	United Kingdom	THERE'S ONLY ONE YELLOW PAGES & WALKING FINGERS (word & device)	2330927	30-Apr-03	9 16 35 36 37 38 39 41 42 43 45
Yell Ltd	United Kingdom	THERE'S ONLY 1 YELLOW PAGES (4-series colour device)	2330938	30-Apr-03	9 16 35 36 37 38 39 41 42 43 45
Yell Ltd	United Kingdom	business pages (2-series: black and white; red and black)	2319215	19-Dec-02	9 16 35 36 37 38 39 41 42

Section III - Pending Design Applications

PROPRIETOR	COUNTRY	DESIGN DESCRIPTION	APPLICATION NUMBER	APPLICATION DATE	CLASSES
Yell Ltd	United Kingdom	Yellow Pages cover design: WALKING FINGERS logo shown in white on yellow background and angled with index finger pointing down to number '1'			9 16 35 36 37 38 39 41 42 43 45

Yell Ltd	United Kingdom	replacing first 'L' of YELLOW in 'YELLOW PAGES' directory title.	Business Pages cover design: WALKING FINGERS logo shown in white on red background and angled with index finger pointing down to number '1' replacing letter 'I' in BUSINESS PAGES.				9 16 35 36 37 38 39 41 42 43 45
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October 9, 2003

VIA COURIER AND RETURN

Box ASSIGNMENTS
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

RE: Recordation of Assignment

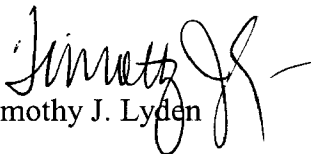
Dear Commissioner:

Enclosed is a Recordation Form Cover Sheet that reflects the security interest referenced below:

Conveying Party:	Yell Limited
Receiving Party:	HSBC Bank PLC
Date:	August 29, 2003
Type:	Security Agreement

Please debit our deposit account (08-2550) the \$190.00 fee and cite our reference number (68858.0005). Please date stamp the enclosed postcard filing receipt and return it to the messenger who is filing this document.

Sincerely,


Timothy J. Lyden

mc 68858.05 / 264308.01 jce

Enclosures

WASHINGTON, DC

BERLIN BRUSSELS LONDON PARIS BUDAPEST PRAGUE WARSAW MOSCOW BEIJING TOKYO
NEW YORK BALTIMORE McLEAN MIAMI DENVER BOULDER COLORADO SPRINGS LOS ANGELES

RECORDED: 10/09/2003

TRADEMARK
REEL: 002843 FRAME: 0954