

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juice DMS Advertising Limited		10/19/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street, 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	02199-3600		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4656650	JUICE MOBILE	
Registration Number:	4593623	NECTAR	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179517000		
Email:	mdipalma@ropesgray.com		
Correspondent Name:	Ropes & Gray LLP		
Address Line 1:	Prudential Tower 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
NAME OF SUBMITTER:	Mary Jane DiPalma		
SIGNATURE:	/ Mary Jane DiPalma /		
DATE SIGNED:	10/27/2017		
Total Attachments: 5			
source=TM Security Agreement Spartan#page1.tif			
source=TM Security Agreement Spartan#page2.tif			
source=TM Security Agreement Spartan#page3.tif			
source=TM Security Agreement Spartan#page4.tif			
source=TM Security Agreement Spartan#page5.tif			

CH \$65.00 4656650

US TRADEMARK SECURITY AGREEMENT dated as of October 19, 2017 (this "**Agreement**"), between Yellow Pages Digital & Media Solutions Limited, a Canadian corporation (the "**Issuer**"), Bookenda Limited, a Canadian corporation, and Juice DMS Advertising Limited, a Canadian corporation (collectively, with the Issuer, the "**Grantors**") and THE BANK OF NEW YORK MELLON, as U.S. collateral agent (in such capacity, the "**U.S. Collateral Agent**").

Reference is made to (a) the US Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Issuer, Yellow Pages Limited, a Canadian corporation (the "**Corporation**"), the other Grantors, certain other subsidiaries of the Corporation from time to time party thereto and the U.S. Collateral Agent and (b) the Senior Secured Notes Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trust Indenture**"), the Issuer, the Corporation, certain other subsidiaries of the Corporation from time to time party thereto, BNY Trust Company of Canada, as Trustee and Collateral Agent. The Holders of the Notes have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Trust Indenture and the Notes. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Trust Indenture and is willing to execute and deliver this Agreement in order to induce the Holders of the Notes to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Trust Indenture or the Security Agreement, as applicable. The rules of construction specified in Article 1 of the Trust Indenture also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. Subject to the terms of the Security Agreement, to secure the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all Secured Obligations, each Grantor hereby collaterally assigns and pledges to the Collateral Agent for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a continuing security interest in and Lien upon any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"), that are not Excluded Assets:

(a) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, including but not limited to all trademark registrations and applications set forth on Schedule I attached hereto (the "**Trademarks**");

(b) all extensions and renewal of the foregoing;

(c) all goodwill associated with or symbolized by any of the foregoing and all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and

(e) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Security Agreement or the release of a Grantor in accordance with Section 8.10 of the Security Agreement, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

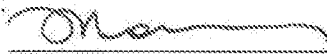
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 6. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

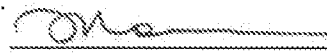
[Remainder of page intentionally left blank]

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

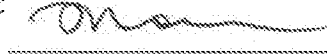
YELLOW PAGES DIGITAL & MEDIA SOLUTIONS LIMITED

By: 
Name: _____
Title: _____

BOOKENDA LIMITED

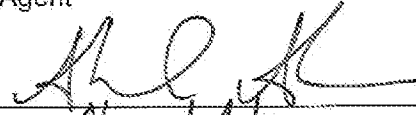
By: 
Name: _____
Title: _____

JUICE DMS ADVERTISING LIMITED

By: 
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON, as U.S.
Collateral Agent

By:



Name: Ahmad Adam
Title: Authorized Signatory

Schedule I

Mark	Current Owner	Application Number	Application Date	Registration Number	Registration Date
DEALICIOUS	Yellow Pages Digital & Media Solutions Limited	85161301	10/26/2010	4630510	11/4/2014
DROME	Yellow Pages Digital & Media Solutions Limited	77942071	2/23/2010	3899096	1/4/2011
WALKING FINGERS & PEBBLE (Design)	Yellow Pages Digital & Media Solutions Limited	85014169	4/14/2010	4788033	8/11/2015
PEBBLE (Design)	Yellow Pages Digital & Media Solutions Limited	85014187	4/14/2010	4496757	12/31/2013
BOOKENDA	Bookenda Limited	85608495	4/25/2012	4378509	8/6/2013
JUICE MOBILE	Juice DMS Advertising Limited	85668769	7/4/2012	4656650	12/16/2014
NECTAR	Juice DMS Advertising Limited	85804972	12/18/2012	4593623	8/26/2014