

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SuperMedia LLC (formerly Idearc Media LLC)	11/29/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7788159
Application Number:	12846037
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7976
Email:	ksolomon@stblaw.com
Correspondent Name:	Mindy M. Lok, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509600/0289
NAME OF SUBMITTER:	Mindy M. Lok
<p>Total Attachments: 6</p> <p>source=SMPT1110#page1.tif</p> <p>source=SMPT1110#page2.tif</p>	

OP \$80.00 7788159

501364470

PATENT
REEL: 025414 FRAME: 0364

source=SMPT1110#page3.tif
source=SMPT1110#page4.tif
source=SMPT1110#page5.tif
source=SMPT1110#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT
dated as of November 29, 2010 (this "Agreement"), between
SUPERMEDIA LLC (formerly IDEARC MEDIA LLC) (the
"Grantor") and JPMORGAN CHASE BANK, N.A., as
Collateral Agent for the Secured Parties (the "Collateral
Agent").

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

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

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

- (a) all letters patent of the United States and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office now or hereafter owned, including those listed on Schedule I (the "Patents");
- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions now or hereafter owned disclosed or claimed in the Patents, including the right to make, use and/or sell the inventions disclosed or claimed therein;
- (c) any written United States license agreement of the Grantor with any Person granting to any third party any right to make, use or sell any invention covered

by a patent, now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to make, use or sell any invention covered by a patent, now or hereafter owned by any third party, and all rights of the Grantor under any such agreements, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses, including those listed on Schedule I hereto;

(d) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications now or hereafter owned filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(d) all goodwill associated with or symbolized by the Trademarks; and

(e) any written U.S. license agreement of the Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses, including those listed on Schedule I hereto.

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

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and

Trademark Collateral are fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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

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

SUPERMEDIA LLC

By:

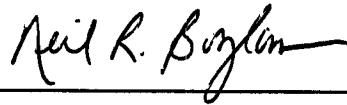
A handwritten signature in black ink, appearing to read "S. Dee Jones", is written over a horizontal line.

Name: S. Dee Jones

Title: CFO

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

By:

A handwritten signature in black ink, reading "Neil R. Boylan", written over a horizontal line.

Name:

Title:

Neil R. Boylan
Managing Director

SCHEDULE I

U.S. Trademark Applications and Registrations

Trademark	Registration No.	Registration Date
AUTOINDUSTRYINSIGHTS.COM	3,820,706	7/20/2010
e Logo (color)	3,826,228	7/27/2010
e Logo (black and white)	3,826,229	7/27/2010
IT'S ABOUT TIME. YOURS.	3,852,141	9/28/2010
SUPERSITES	3,845,870	9/7/2010

Trademark	Application No.	Application Date
SUPERPAGES.COM and Shield Design (black and white)	85/134,301	9/21/2010

U.S. Patent Applications and Registrations

Patent	Registration No.	Registration Date
BID MANAGEMENT OPTIMIZATION SYSTEM AND APPARATUS	7,788,159	8/31/2010

Patent	Application No.	Application Date
BID MANAGEMENT OPTIMIZATION SYSTEM AND APPARATUS	12/846,037	7/29/2010