

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SuperMedia LLC	12/02/2011

RECEIVING PARTY DATA

Name:	Switchboard LLC
Street Address:	1301 Fifth Avenue
Internal Address:	Suite 1600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6208998
Patent Number:	6230188
Patent Number:	6295528
Patent Number:	6970864
Patent Number:	7103473
Patent Number:	6353795
Patent Number:	5813006
Patent Number:	5918227
Patent Number:	5742769
Patent Number:	6108691
Patent Number:	5937392
Patent Number:	6195660
Patent Number:	6552670
Patent Number:	7127068

OP \$640.00 6208998

Application Number:	10513288
Application Number:	10236786

CORRESPONDENCE DATA

Fax Number: (206)299-0477
Phone: 2066173040
Email: sean@focallaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Sean M. McChesney
Address Line 1: 800 Fifth Avenue
Address Line 2: Suite 4100
Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Sean M. McChesney
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Total Attachments: 5
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "*Assignment*"), is entered into as of December 2nd, 2011, between SuperMedia LLC ("*Assignor*") and Switchboard, LLC ("*Assignee*").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 2, 2011 (the "*APA*"), pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver all of its right, title and interest in certain intellectual property, including the patents and patent applications listed on the attached Schedule A (the "*Assigned Patents*"), and Assignee has agreed to purchase and acquire the same, upon the terms and subject to the conditions of the APA.

B. Assignor and Assignee desire to carry out the intent and purpose of the APA by execution and delivery of this Assignment, subject to the provisions of the APA.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all right, title and interest in and to the Assigned Patents throughout the universe, together with all rights to issuances, applications, divisional, extensions, continuations, reissues and re-examinations with respect to the Assigned Patents, to the full term or terms for which the Assigned Patents may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Assignment had not been made, and all claims for damages by reason of past, present and future infringements or misappropriation of or other conflict with said Assigned Patents, with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. Assignor hereby authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register patents or applications therefore, to record Assignee as the owner of the Assigned Patents, or any of them, and to issue all registrations for said Assigned Patents, or any of them, to be in the name of Assignee, as assignee of Assignor's patents in accordance with the terms of this Assignment.
3. Assignor covenants, upon the request of Assignee and at the expense of Assignee, so long as Assignor remains in business, to execute and deliver to Assignee or its legal representative all papers, instruments, and affidavits reasonably required to fully consummate the assignment contemplated hereby and carry out the purposes and intent of this Assignment.
4. In the event that any provision of this Assignment or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Assignment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

5. To the extent there is an inconsistency or conflict between the terms and provisions of this Assignment and the APA, the terms and provisions of the APA will govern. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the APA.

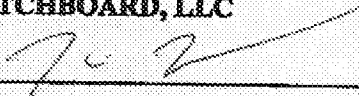
6. Any provision of this Assignment may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or, in the case of a waiver, by the party against whom the waiver is to be effective.

7. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

8. This Assignment may be executed in one or more counterparts, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date first above written.

SWITCHBOARD, LLC



Name: KEVIN NANCE

Its: President

SUPERMEDIA LLC



Name: SAMUEL D JONES

Its: CFO

Schedule A

COUNTRY	RF #	COMPANY ACQUIRED FROM	SERIAL NO.	FILE DATE	PATENT NO.
United States	66703-0065	Switchboard.com	09/207,390	12/8/1998	6,208,998
United States	66703-0066	Switchboard.com	09/207,391	12/8/1998	6,230,188
United States	66703-0067	Switchboard.com	09/201,575	11/30/1998	6,295,528
United States	66703-0068	Switchboard.com	09/962,744	9/24/2001	6,970,864
United States	66703-0069	Switchboard.com	10/050,807	10/25/2001	7,103,473
United States	66703-0070	Switchboard.com	09/495,812	2/1/2000	6,353,795
United States	66703-0058	Switchboard.com	08/643,728	5/6/1996	5,813,006
United States	66703-0059	Switchboard.com	08/644,619	5/6/1996	5,918,227
United States	66703-0060	Switchboard.com	08/643,727	5/6/1996	5,742,769
United States	66703-0061	Switchboard.com	09/062,098	4/17/1998	6,108,691
United States	66703-0062	Switchboard.com	08/901,393	7/28/1997	5,937,392
United States	66703-0063	Switchboard.com	09/340,538	6/28/1999	6,195,660
United States	66703-0064	Switchboard.com	09/863,962	5/23/2001	6,552,670
United States	66703-0071	Switchboard.com	09/863,538	5/23/2001	7,127,068
United States	66703-0049	Switchboard.com	10/513,288	3/21/2002	
United States	66703-0048	Switchboard.com	10/236,786	9/6/2002	
Canada	66703-0052	Switchboard.com	2,202,598	4/14/1997	2,202,598
Canada	66703-0053	Switchboard.com	2,202,574	4/14/1997	2,202,574
Canada	66703-0054	Switchboard.com	2,202,595	4/14/1997	2,202,595
Canada	66703-0050	Switchboard.com	2,484,136	5/30/2003	
Canada	66703-0051	Switchboard.com	2,401,526	9/6/2002	

ISSUE DATE	TITLE/MARK
3/27/2001	ON-LINE DIRECTORY SERVICE
5/8/2001	SYSTEM AND METHOD FOR PROVIDING A PROXY IDENTIFIER IN AN ON-LINE DIRECTORY
9/25/2001	METHOD AND APPARATUS FOR CONVERTING A GEOGRAPHIC LOCATION TO A DIRECT MARKETING AREA FOR A QUERY
11/29/2005	METHOD AND APPARATUS FOR CONVERTING A GEOGRAPHIC LOCATION TO A DIRECT MARKETING AREA FOR A QUERY
9/5/2006	METHOD AND SYSTEM FOR MATCHING AN INCIDENT TO A ROUTE
3/5/2002	METHOD AND SYSTEM FOR MATCHING AN INCIDENT TO A ROUTE
9/27/1998	ON-LINE DIRECTORY SERVICE WITH REGISTRATION SYSTEM (SWITCHBOARD)
6/29/1999	ON-LINE DIRECTORY SERVICE WITH A PLURALITY OF DATABASES AND PROCESSORS (SWITCHBOARD)
4/21/1998	DIRECTORY WITH OPTIONS FOR ACCESS TO AND DISPLAY OF EMAIL ADDRESS (SWITCHBOARD)
8/22/2000	DIRECTORY WITH OPTIONS FOR ACCESS TO AND DISPLAY OF EMAIL ADDRESS (SWITCHBOARD)
8/10/1999	BANNER ADVERTISING DISPLAY SYSTEM & METHOD WITH FREQUENCY OF ADVERTISEMENT CONTROL (SWITCHBOARD)
2/27/2001	ON-LINE DIRECTORY SERVICE WITH A PLURALITY OF DATABASES AND PROCESSORS (SWITCHBOARD)
4/22/2003	LOCATION ENCODER (SWITCHBOARD)
10/24/2006	GEOGRAPHICAL COMPARISON SYSTEM AND METHOD (SWITCHBOARD)
	METHOD AND SYSTEM ON TARGETED INTERNET SEARCH ENGINE (ZUUMA)
	SYSTEM AND METHOD FOR THE CREATION OF INTERACTIVE DISPLAY ADS (SWITCHBOARD)
7/25/2000	ON-LINE DIRECTORY SERVICE WITH REGISTRATION SYSTEM (SWITCHBOARD)
3/5/2002	ON-LINE DIRECTORY SERVICE WITH A PLURALITY OF DATABASES AND PROCESSORS (SWITCHBOARD)
7/24/2001	DIRECTORY WITH OPTIONS FOR ACCESS TO AND DISPLAY OF EMAIL ADDRESSES (SWITCHBOARD)
	METHOD AND SYSTEM ON TARGETED INTERNET SEARCH ENGINE (ZUUMA)
	SYSTEM AND METHOD FOR THE CREATION OF INTERACTIVE DISPLAY ADS (SWITCHBOARD)