

04-26-2000

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Docket No.:

4229-G-10



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To the Honorable Commissioner of Pat.

attached original documents or copy thereof

1. Name of conveying party(ies):

National Directory Company

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **Jan. 18, 2000**

2. Name and address of receiving party(ies):

Name: **BHF (USA) Capital Corp.**

Internal Address: **(as collateral agent)**

Street Address: **590 Madison Avenue**

City: **New York** State: **NY** ZIP: **10022**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

OPR/FINANCE  
20 MAR 20 PM 12:20

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/726,123    74/492,497  
75/726,453    74/637,409  
74/616,662    74/492,944

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Ronald E. Brown**

Internal Address: **Pitney, Hardin, Kipp & Szuch LLP**

Street Address: **711 Third Avenue**

**20th Floor**

City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41):.....\$ **\$165.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**50-1145 (Order No. 504229-G-10)**

04/25/2000 TTON11 00000226 501145 75726123

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 125.00 CH

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.

*Ronald E. Brown*

*Ronald E. Brown*

*March 15, 2000*

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002059 FRAME: 0001

1. **NDC Yellow Pages**  
Serial Number: 75-726453
2. **The Search Engine for Everyday Life**  
Serial Number: 75-726123
3. **LocalTouch (application pending)**  
Serial Number: 74-616662
4. **LocalTouch and Design**  
Serial Number: 74-492497
5. **LocalTouch**  
Serial Number: 74-637409
6. **Your Official Neighborhood Guide to Community, Friends and Businesses**  
Serial Number: 74-492944

## TRADEMARK SECURITY AGREEMENT

WHEREAS, NATIONAL DIRECTORY COMPANY, a Delaware corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule I annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF (USA) CAPITAL CORPORATION, as Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement, of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF (USA) CAPITAL CORPORATION, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the actual use applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

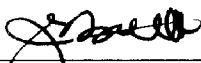
(i) each Mark, including, without limitation, each Mark referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule I annexed hereto, or for injury to the goodwill associated with any Mark.

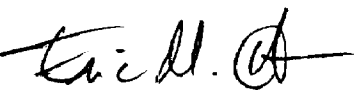
This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 18<sup>th</sup> day of January, 2000.

NATIONAL DIRECTORY COMPANY

By   
Name: John A. Bartlett  
Title: Chief Financial Officer

Acknowledged:  
BHF (USA) CAPITAL CORPORATION,  
as Collateral Agent

By   
Name: Eric M. Herr  
Title: Vice President

By   
Name: John R. Zapalac  
Title: Associate

STATE OF NEW YORK                    )  
  )  
COUNTY OF NEW YORK                )

ss.:

On the 18<sup>th</sup> day of January, 2000, before me personally came John A. Bartlett to me personally known to me the person described in and who executed the foregoing instrument as Chief Financial Officer of National Directory Company, who being by me duly sworn, did depose and say that he is the Chief Financial Officer of National Directory Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Seal]

*Patricia A. Pisano*

My commission expires

**PATRICIA A. PISANO**  
**Notary Public, State of New York**  
**No. 01PI6017323**  
**Qualified in New York County**  
**Commission Expires December 14, 2000**

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