

07-19-2001



101782548
TRADEMARK FORM COVER SHEET
TRADEMARKS ONLY

4.16.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- License
- Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

RECEIVING PARTY

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

07/19/2001 DBYRNE 00000001 75632019

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 225.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Repln. Recd. 07/19/2001 DBYRNE
Mail: 500331
FC: 704

TRADEMARK

REEL: 002331 FRAME: 0192

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-848-4996

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/632,019"/>	<input type="text" value="75/079,466"/>	<input type="text" value="74/386,113"/>	<input type="text" value="2,194,676"/>	<input type="text" value="1,854,655"/>	<input type="text" value="2,215,463"/>
<input type="text" value="74/386,101"/>	<input type="text" value="75/530,963"/>	<input type="text" value="76/241,819"/>	<input type="text" value="2,105,840"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

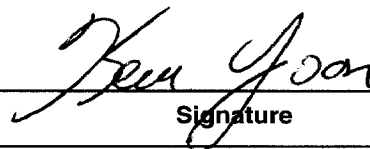
Yes No

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. Charges to deposit account are authorized, as indicated herein.

Keum A. Yoon

Name of Person Signing



Signature

July 13, 2001

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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Execution Date
Month Day Year

Name Yellow Book of Florida Directories, L.P.

June 22, 2001

Formerly

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Citizenship/State of Incorporation/Organization Delaware

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 22, 2001, is made by the persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Deutsche Bank AG London, as security agent (the "*Security Agent*") for the Senior Finance Parties (as defined in the Senior Facilities Agreement referred to below).

Certified as a true
copy of the original
Shawman + Sterling

WHEREAS, Yasmin Two (US) Inc. and certain of its affiliates as borrowers and/or guarantors have entered into a Senior Facilities Agreement dated May 25, 2001 and amended and restated June 22, 2001 (said agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Senior Facilities Agreement*") with Merrill Lynch International as Mandated Lead Arranger and Syndication Agent, CIBC World Markets plc, as Joint Lead Arranger and Documentation Agent, Merrill Lynch International and CIBC World Markets plc, as Joint Bookrunners, the Banks party thereto, CIBC World Markets plc, as Facility Agent, and CIBC World Markets plc, as Security Agent. Terms defined in the Senior Facilities Agreement and not otherwise defined herein are used herein as defined in the Senior Facilities Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit and Bank Guarantees and the provision of Ancillary Facilities by the Banks under the Senior Facilities Agreement and the entry into Hedging Agreements by the Hedging Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 22, 2001 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Senior Finance Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Senior Finance Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

the United States and foreign trademark and service mark registrations and applications set forth in Schedule B hereto (the "*Trademarks*");

the copyrights and United States and foreign copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");

any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Senior Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Termination. Upon any sale, lease, transfer or other disposition of any item of Collateral of any Grantor in accordance with the terms of the Senior Finance Documents, the Security Agent will, at such Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted hereby; *provided, however*, that (i) at the time of such request and such release no Event of Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Security Agent, at least 5 Business Days prior to the date of the proposed release, a written request for release describing the item of Collateral, together with a form of release for execution by the Security Agent and a certificate of such Grantor to the effect that the transaction is in compliance with the Senior Facilities Agreement and as to such other matters as the Security Agent may reasonably request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied, or any payment to be made in connection therewith, in accordance with Clause 8.3 of the Senior Facilities Agreement shall, to the extent so required, be paid or made to, or in accordance with the instructions of, the Security Agent when and as required under Clause 8.3 of the Senior Facilities Agreement.

SECTION 7. Jurisdiction. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive

jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this IP Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this IP Security Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.


(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement Supplement or the IP Security Agreement to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 8. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9. Waiver of Jury Trial. Each of the parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this IP Security Agreement or the actions of the Security Agent or any other Senior Finance Party in the negotiation, administration, performance or enforcement thereof

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


YASMIN TWO (US) INC.

By 
Name: Stephen Grabiner
Title: Chairman of the Board and Vice President

YASMIN ONE (US) INC.

100 North Centre Avenue
Rockville Centre, NY 11570


By


Name: Stephen Grabnier
Title: Chairman of the Board and Vice President

Project Yasmin - Intellectual Property Security Agreement
LNDOCS01/219242

TRADEMARK
REEL: 002331 FRAME: 0208


100 North Centre Avenue
Rockville Centre, NY 11570

By 
Name: Stephen Grabiner
Title: Chairman of the Board and Vice President

YELLOW BOOK GP, LLC

By: YELLOW BOOK USA, INC., its
sole member

100 North Centre Avenue
Rockville Centre, NY 11570

By: 
Name: Stephen Grabiner
Title: Chairman of the Board
and Vice President

YELLOW BOOK OF FLORIDA
DIRECTORIES, L.P.

By: YELLOW BOOK GP, LLC, its
general partner

By: YELLOW BOOK USA, INC., its
sole member

100 North Centre Avenue
Rockville Centre, NY 11570

By




Name: Stephen Grabiner

Title: Chairman of the Board
and Vice President

YELLOW BOOK OF ILLINOIS, LLC

By: YELLOW BOOK USA, INC., its
sole member

100 North Centre Avenue
Rockville Centre, NY 11570

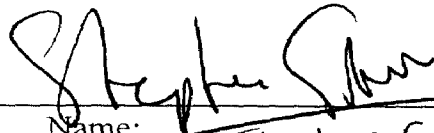
By: 
Name: ~~Stephen Grabiner~~
Title: Chairman of the Board
and Vice President

YELLOW BOOK MID-ATLANTIC,
L.P.

By: YELLOW BOOK GP, LLC, its
general partner

By: YELLOW BOOK USA, INC., its
sole member

100 North Centre Avenue
Rockville Centre, NY 11570

By: 
Name: Stephen Grabiner
Title: Chairman of the Board
and Vice President

YELLOW BOOK OF NEW YORK,
INC.

100 North Centre Avenue
Rockville Centre, NY 11570

By



Name:

Stephen Grabiner

Title:

Chairman of the Board
and Vice President


YELLOW BOOK SOUTHERN
DIRECTORIES, LLC

By: YELLOW BOOK
MID-ATLANTIC, L.P., its sole
member

By: YELLOW BOOK GP, LLC, its
general partner

By: YELLOW BOOK USA, INC., its
sole member

100 North Centre Avenue
Rockville Centre, NY 11570

By 
Name: Stephen Grabiner
Title: Chairman of the Board
and Vice President

YELLOW BOOK OF
PENNSYLVANIA, INC.

100 North Centre Avenue
Ruekville Centre, NY 1570

By



Name:

Stephen Grabiner

Title:

Chairman of the Board
and Vice President

100 North Centre Avenue
Rockville Centre, NY 11570

By Stephen Grabiner
Name: Stephen Grabiner
Title: Chairman of the Board
and Vice President

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Reg. Date
Yasmin Two (US) Inc.	YELL	US	2194676	75200758	Nov. 20, 1996	Oct. 13, 1998
Yellow Book USA, Inc.	YELLOWBOOK.COM	US	Pending	75632019	Feb. 2, 1999	Pending
Yellow Book USA, Inc.	The One Book	US	1854655	74451535	Oct. 27, 1993	Sept. 20, 1994
Yellow Book USA, Inc.	The One Book Yellow Pages	US	2215463	75327052	July 18, 1997	Dec. 29, 1998
Yellow Book USA, Inc.	Yellow Book	US	Pending	75079466	Mar. 27, 1996	Pending
Yellow Book USA, Inc.	Yellow Book	US	Pending	74386113	April 29, 1993	Pending
Yellow Book USA, Inc.	Yellow Book	US	Pending	74386101	April 29, 1993	Pending
Yellow Book USA, Inc.	Let Your Fingers Do the Surfing	US	2105840	75037465	Dec. 26, 1995	Oct. 14, 1997
Yellow Book USA, Inc.	Local Yellow Pages	US	Pending	75530963	Aug. 4, 1998	Pending
Yasmin Two (US) Inc.	Walking Fingers Logo Mouse inside square dot device	US			Apr. 10, 2001 (Priority claim: Apr. 6, 2001)	
Yasmin Two (US) Inc.	Yell with square dot prefix	US	Pending	76241819	Apr. 12, 2001 (Priority claim: Apr. 6, 2001)	Pending