

05-21-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102096810

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): McLeodUSA Publishing Company 5-14-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? [X] Yes [] No

2. Name and Address of receiving party(ies)
Name: Deutsche Bank AG London
Internal Address: Winchester House
Street Address: 1 Great Winchester Street
City: London State: England Zip: EC2N 2DB
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
[X] Other German Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
Additional name(s) & address(es) attached: [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: April 16, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/699,910
Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s)
2,372,055 2,388,371 2,036,019
2,194,550 2,219,875 2,010,154
2,511,482 2,191,399

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41) \$ 240.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/20/2002 BY: 00000181/75699910
FC:481
FC:482

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.
Keum A. Yoon
Signature: [Handwritten Signature] Date: May 7, 2002
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CONTINUATION OF TRADEMARK RECORDATION FORM COVER SHEET

Continuation of Box 1:

2. Name of conveying party(ies):

McLeodUSA Media Group, Inc.

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

3. Name of conveying party(ies):

Consolidated Communications Directories, Inc.

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

4. Name of conveying party(ies):

Fronteer Directory Co. of Minnesota, Inc.

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

5. Name of conveying party(ies):

Frontier Directory Co. of Nebraska, Inc.

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

6. Name of conveying party(ies):

J-Mar Publishing Company, Inc.

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

NO ADDITIONAL PAGES

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 April 16, 2002, 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 Facility Agreement referred to below).

WHEREAS, Yellow Book Holdings, 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 on June 22, 2001, July 10, 2001, August 1, 2001, March 13, 2002 and 12 April, 2002 (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, Joint Bookrunner and Syndication Agent of the Original Facilities, CIBC World Markets plc, as Joint Lead Arranger, Joint Bookrunner and Documentation Agent of the Original Facilities and Mandated Lead Arranger and Joint Bookrunner of the Tranche D Term Facility, Credit Suisse First Boston, as Joint Lead Arranger and Joint Bookrunner of the Tranche D Term Facility, the Banks party thereto and Deutsche Bank AG London, as Joint Lead Arranger of the Original Facilities and as Facility Agent and Security Agent (together with any successor security agent appointed pursuant to Clause 19 of the Senior Facilities Agreement, the "*Security Agent*"). Terms defined in the Senior Facilities Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Senior Facilities Agreement or the Security 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 Facility 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 supplemented by the Security Agreement Supplement dated April 16, 2002 (as further 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**");

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

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

(iv) 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

(v) 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 for Patents and the Commissioner for 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. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

Very truly yours,

MCLEODUSA PUBLISHING COMPANY

By _____ X

Name:

Title:

MCLEODUSA MEDIA GROUP, INC.

By _____ X

Name:

Title:

CONSOLIDATED COMMUNICATIONS
DIRECTORIES, INC.

By _____ X

Name:

Title:

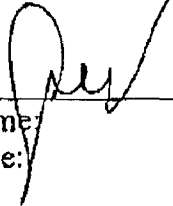
FRONTEER DIRECTORY CO. OF
MINNESOTA, INC.

By _____ X

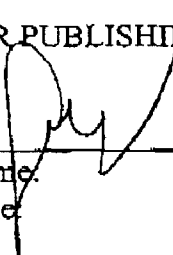
Name:

Title:

FRONTIER DIRECTORY CO. OF
NEBRASKA, INC.

By  _____ X
Name:
Title:

J-MAR PUBLISHING COMPANY, INC.

By  _____ X
Name:
Title:

Address for notices for all parties:
McLeodUSA Technology Park
6400 C Street SW
P.O. BOX 3177
Cedar Rapids, Iowa 52406
U.S.A

with a copy to:
Yell Group Limited
Queens Walk
Oxford Road
Reading
Berkshire RG1 7PT
United Kingdom