

11-01-2002



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

1. Name of conveying party(ies):

Worldpages, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: October 21, 2002

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

Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Internal Address: _____

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Canadian-chartered bank acting through New York agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76/384,354

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: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

11/04/2002 TBIAZ1 00000015 76384354

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Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

10/31/02
Date

Total number of pages including cover sheet, attachments, and documents: 5

GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant"), dated as of 10/21/02 is made by Worldpages, Inc., a Delaware corporation (the "Borrower"), in favor of Canadian Imperial Bank of Commerce, New York Agency, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Amended and Restated Credit Agreement, dated as of June 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TransWestern Publishing Company, LLC, a Delaware limited liability company, WorldPages, Inc., a Delaware corporation, TWP Capital Corp. II, a Delaware corporation, each as a Borrower, the Lenders from time to time parties to the Credit Agreement, Canadian Imperial Bank of Commerce, New York Agency, as Administrative Agent, First Union National Bank, as Syndication Agent, Fleet National Bank, as Documentation Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Amended and Restated Guarantee and Collateral Agreement, dated as of June 27, 2001, in favor of Agent, executed by Borrower and certain subsidiaries of the Borrower (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks as of the date of this Grant; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Grant;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Primary Borrower pursuant to the Credit Agreement, the Primary Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Grant, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

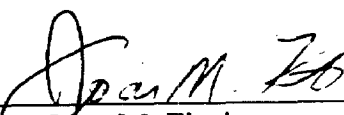
SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default, and only upon an Event of Default, assigns, transfers and conveys, the Trademarks (including, without limitation, the Trademark listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Grant has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WORLDPAGES, INC.

By: 
Name: Joan M. Fiorito
Title: Vice President and Chief Financial Officer

SCHEDULE A

Trademark

MARK	SERIAL NO.
WORLD PAGES	76/384.354