

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R.H. Donnelley Inc.		09/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
Internal Address:	43rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2243642	THE DONNELLEY DIRECTORY YELLOW PAGES
Registration Number:	2580481	DONNELLEY INTERNET SERVICES
Registration Number:	2600050	GET DIGITAL SMART
Registration Number:	2587271	GET DIGITAL SMART DONNELLEY INTERNET SERVICES
Registration Number:	2342962	PUTTING CUSTOMERS FIRST...SO YOU CAN TOO
Registration Number:	0575391	THE RED BOOK
Registration Number:	2299646	RHDONNELLEY
Registration Number:	2074866	TELEYELLOW
Registration Number:	1894290	YPTV

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2254
 Email: LLevy@stblaw.com
 Correspondent Name: Robyn Rahbar, Esq.

OP \$240.00 2243642

Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

009350/0179

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 7

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AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of September 1, 2004 is made by R.H. DONNELLEY INC., a Delaware corporation (the "Obligor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent (the "Collateral Agent") for (i) the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of September 1, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among R.H. Donnelley Corporation, a Delaware corporation ("Holdings"), R.H. Donnelley Inc., a Delaware corporation and wholly owned subsidiary of Holdings (the "Borrower"), the Lenders, Deutsche Bank Trust Company Americas, as administrative agent and the other agents named therein and (ii) the holders from time to time of the Borrowers 8 $\frac{7}{8}$ % Senior Notes due 2010 issued under the Indenture, dated January 3, 2003 (the "Indenture"), among the Borrower and Bank of New York as trustee.

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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain other subsidiaries of the Borrower, including the Obligor, have executed and delivered a Amended and Restated Guarantee and Collateral Agreement, dated as of September 1, 2004 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing first priority security interest and second priority security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

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 Borrower pursuant to the Credit Agreement and to satisfy certain requirements under the Indenture, the Obligor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, 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 Interests. Obligor hereby grants to the Collateral Agent a first priority security interest (for the ratable benefit of the Credit Agreement Secured Parties) and a second priority security interest (for the benefit of the Secured Parties) in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Credit Agreement Secured Obligations and the Secured Obligations, respectively.

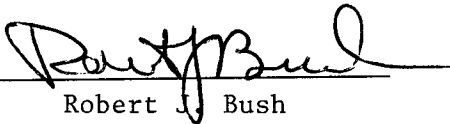
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted hereby have been granted to the Collateral Agent for the benefit of the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

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties 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.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

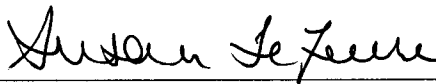
R.H. DONNELLEY INC., as Obligor

By: 
Name: Robert J. Bush
Title: Vice President, General Counsel
and Corporate Secretary

Signature Page to the Amended and Restated Grant of Security Interest in Trademark Rights

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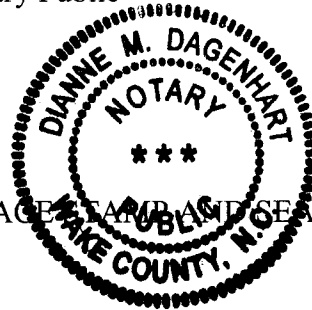
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Susan LeFevre**
Title: **Director**

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

On the 1 day of September, 2004; before me personally came Robert J. Bush, who is personally known to me to be the Vice President of R.H. DONNELLEY INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Dianne M. Dagenhart
Notary Public



(PLACE NAME AND SEAL ABOVE)

My Commission Expires:

May 1, 2006

Signature Page to Amended and Restated Grant of Security Interest in Trademark Rights

STATE OF New York)
) ss

COUNTY OF)
New York

On the 7 day of ~~September~~ October, 2004, before me personally came Susan LeFevre, who is personally known to me to be the Director of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York corporation; who, being duly sworn, did depose and say that she/he is the Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

PETER W HELF
Notary Public - State of New York
No. 01HE6030586
Qualified in Suffolk County
My Commission Expires Sept. 13, 2005



Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations

TRADEMARK	REGISTRATION NUMBER
The Donnelley Directory Yellow Pages and Design	2,243,642
Donnelley Internet Services	2,580,481
Get Digital Smart	2,600,050
Get Digital Smart and Design	2,587,271
Putting Customers First...So You Can Too	2,342,962
The Red Book	575,391
RHDonnelley Sphere and Design	2,229,646 2,299,646 (18) 10/13/2004
TeleYellow	2,074,866
YPTV	1,894,290