

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	05/17/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
User-Friendly Phone Book, LLC		05/17/2005	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York, as Administrative Agent
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2710232	THE USER-FRIENDLY PHONE BOOK

CORRESPONDENCE DATA

Fax Number: (212)238-3100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-238-3244
 Email: jtelesford@emmetmarvin.com
 Correspondent Name: Janelle Telesford
 Address Line 1: Emmet, Marvin & Martin, LLP
 Address Line 2: 120 Broadway
 Address Line 4: New York, NEW YORK 10271

NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/

Date:

06/01/2005

Total Attachments: 4

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware limited liability company (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, AS ADMINISTRATIVE AGENT (the "*Secured Party*"), and has entered into the Security Agreement, dated as of May 17, 2005, by and among Grantor and each of the Subsidiaries of Grantor party thereto (as amended, supplemented or otherwise modified from time to time, the "*Agreement*"), in favor of the Secured Party.

Pursuant to the Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby grant to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement).


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Wall Street, New York, New York 10286.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 17th day of May, 2005.

USER-FRIENDLY PHONE BOOK, LLC

By: 
Name: Bruce Howard
Title: CEO

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 17, 2005

Trademark	Reg. No. / Serial No.	Reg. Date / Filing Date
The User-Friendly Phone Book	2,710,232	April 22, 2003