

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Second License Application Corporation		11/17/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	P.O.Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77041445	POWER UP	
Serial Number:	77041453	POWER UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	Oleh.Hereliuk@federalresearch.com		
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Ste 401		
<b>Address Line 2:</b>	attn: Oleh Hereliuk		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	374113		
<b>NAME OF SUBMITTER:</b>	Oleh Hereliuk		
<b>Signature:</b>	/oh/		

**CH \$65.00 77041445**

Date:

12/19/2006

**Total Attachments: 6**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**


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

<b>1. Name of conveying party(ies):</b> Second License Application Corporation  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: JPMorgan Chase Bank, N.A., as Administrative Agent Internal Address: _____  Street Address: P.O. Box 2558 City: Houston              State: TX              Zip: 77252  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other National Association  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: November 17, 2006	

<b>4. Application number(s) or registration number(s):</b>  A. Trademark Application No.(s) Please See Attached  B. Trademark Registration No.(s) Please See Attached  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: Oleh Hereliuk  Internal Address: Federal Research Corporation    Street Address: 1023 15th Street, NW Suite 401  City Washington              State DC              Zip: 20005	<b>6. Total number of applications and registrations involved:</b> <input type="text" value="2"/>  <b>7. Total fee (37 CFR 3.41).....\$</b> _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> _____  (Attach duplicate copy of this page if paying by deposit account)
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**DO NOT USE THIS SPACE**

<b>9. Statement and signature.</b> <i>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.</i>  Edward Briganti Name of Person Signing	 Signature	12/11/06 Date
Total number of pages including cover sheet, attachments, and document: <input type="text" value="6"/>		

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

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 17, 2006 (this "Agreement"), among SECOND LICENSE APPLICATION CORPORATION (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of November 17, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Idearc, Inc. (the "Borrower"), the Lenders from time to time party thereto (the "Lenders"), Bear Stearns Corporate Lending Inc., as syndication agent, J.P. Morgan Securities Inc. and Bear Stearns & Co. Inc., as joint lead arrangers and joint bookrunners, and Banc of America, N.A., Barclays Bank PLC and Citigroup USA, Inc., as co-documentation agents, and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and (b) the Guarantee and Collateral Agreement dated as of November 17, 2006 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiaries from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Collateral Agreement or the Credit Agreement. The rules of construction specified in Sections 1.03 and 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, granted to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents,

including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of use under Sections 1(c) and 1(d) of said Act has been filed), and all renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(d) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the law of the State of New York without giving effect to its principles or rules of conflicts of laws to the extent that the same are not mandatorily applicable by statute and by the application of the laws of another jurisdiction would be required thereby.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

SECOND LICENSE APPLICATION  
CORPORATION,



Name: Andrew Coticchio  
Title: Vice President—Finance

JP MORGAN CHASE BANK, N.A.,  
as Collateral Agent,

by

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Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

SECOND LICENSE APPLICATION  
CORP.,

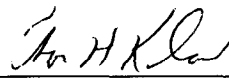
by

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Name: Andrew Coticchio  
Vice President - Finance

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent,

by


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Name: Thomas H. Kozlark  
Title: Vice President

**Patents; Trademarks**

TRADEMARK/TRADE NAMES OWNED BY SECOND LICENSE APPLICATION CORPORATION

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
POWER UP	11/10/2006	77/041,445
	11/10/2006	77/041,453
Design		

POWER UP &