

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Idearc Media Corp.		11/17/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O.Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Association:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1609065	QUICK TIPS
Registration Number:	1850839	MILITARY DISCOUNT
Registration Number:	2022484	SUPERPAGES
Registration Number:	2028081	TARGET YOUR MARKET
Registration Number:	2051278	ALOHA PAGES
Registration Number:	2078054	INSIDE LOOK
Registration Number:	2080436	SENIORS DISCOUNT
Registration Number:	2084185	BIG BOOK
Registration Number:	2094395	BIG BOOK
Registration Number:	2322327	SUPERBUNDLES
Registration Number:	2400852	SENIOR ADVANTAGE
Registration Number:	2430343	DINING YOUR WAY
Registration Number:	2519471	WORD OF NET
Registration Number:	2548366	INCEPTOR

CH \$690.00 1609065

Registration Number:	2647000	INCEPTOR
Registration Number:	2750974	DRIVING CONVERSION MARKETING INCEPTOR
Registration Number:	2765993	SUPERPAGES.COM
Registration Number:	3086056	SUPERPAGES
Registration Number:	3141787	BIDCENTER
Registration Number:	1327742	
Registration Number:	1555002	IF IT'S OUT THERE, IT'S IN HERE
Registration Number:	1556591	FAST TRACK
Registration Number:	2002051	DIRECTORY CONNECT PLUS
Registration Number:	2120111	BIGYELLOW
Registration Number:	2120112	BIGYELLOW
Registration Number:	2204170	CALL54
Registration Number:	2421697	BIGYELLOW YOUR YELLOW PAGES ON THE WEB.

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	374118
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	12/19/2006

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 17, 2006 (this "Agreement"), among IDEARC MEDIA CORP. (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.

IDEARC MEDIA CORP.,

by



Name: Andrew Coticchio

Title: Vice President – Finance

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

by

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.

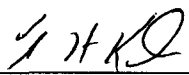
IDEARC MEDIA CORP.,

by

Name: Andrew Coticchio
Vice President - Finance

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

by



Name: Thomas H. Kozlark
Title: Vice President

[[NYCORP:2647438]]

TRADEMARK
REEL: 003447 FRAME: 0168

Patents; Trademarks

TRADEMARK/TRADE NAMES OWNED BY IDEARC MEDIA CORP.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
QUICK TIPS	08/07/1990	1,609,065
MILITARY DISCOUNT & Design	08/23/1994	1,850,839
SUPERPAGES	12/10/1996	2,022,484
TARGET YOUR MARKET	01/07/1997	2,028,081
ALOHA PAGES	04/08/1997	2,051,278
INSIDE LOOK	07/08/1997	2,078,054
SENIORS DISCOUNT & Design	07/22/1997	2,080,436
BIG BOOK	07/29/1997	2,084,185
BIG BOOK	09/09/1997	2,094,395
SUPERBUNDLES	02/22/2000	2,322,327
SENIOR ADVANTAGE	10/31/2000	2,400,852
DINING YOUR WAY	02/20/2001	2,430,343
WORD OF NET	12/18/2001	2,519,471
INCEPTOR	03/12/2002	2,548,366
INCEPTOR & Design	11/05/2002	2,647,000
DRIVING CONVERSION		
MARKETING INCEPTOR & Design	08/12/2003	2,750,974
SUPERPAGES.COM	09/23/2003	2,765,993
SUPERPAGES	04/25/2006	3,086,056
BIDCENTER	09/12/2006	3,141,787
Directory & Scissor Design	06/22/1982	1,327,742
IF IT'S OUT THERE, IT'S IN HERE	09/05/1989	1,555,002
FAST TRACK	09/19/1989	1,556,591
DIRECTORY CONNECT PLUS	09/24/1996	2,002,051
BIGYELLOW & Design	12/09/1997	2,120,111
BIGYELLOW	12/09/1997	2,120,112
CALL54	11/17/1998	2,204,170
BIGYELLOW YOUR YELLOW PAGES ON THE WEB & Design	01/16/2001	2,421,697

PATENTS OWNED BY IDEARC MEDIA CORP.

U.S. Patent Registrations

<u>U.S. Patent No.</u>	<u>Issue Date</u>
6,654,754	11/25/2003
6,981,217	12/27/2005
7,050,990	05/23/2006
7,062,707	06/13/2006

U.S. Patent Applications

<u>Patent Application No.</u>	<u>Filing Date</u>
09/456,793	12/08/1999
09/845,575	04/30/2001
10/799,327	03/12/2004
10/800,444	03/15/2004
10/800,887	03/15/2004
10/801,156	03/15/2004
10/883,556	07/01/2004
10/890,431	07/31/2004
10/948,425	09/23/2004
11/060,209 ¹	02/17/2005
11/060,243 ²	02/17/2005
11/180,123	07/13/2005
11/180,136	07/13/2005
11/231,046 ³	09/20/2005
11/237,813	09/29/2005
11/340,647	01/27/2006
11/343,112	01/30/2006
11/478,800	06/30/2006

¹ Jointly owned by Verizon Laboratories Inc.

² Jointly owned by Verizon Laboratories Inc.

³ Jointly owned by Verizon Data Services Inc.