

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HYP Media LLC		12/03/2007	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lehman Commercial Paper, Inc.		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1954015	PHONE BOOK RECYCLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	zillah.whittaker@weil.com, suzanne.inglis@weil.com		
<b>Correspondent Name:</b>	Zillah Whittaker c/o Weil Gotshal Manges		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	73683.0994		
<b>NAME OF SUBMITTER:</b>	Zillah Whittaker		
<b>Signature:</b>	/Zillah Whittaker/		
<b>Date:</b>	12/06/2007		

CH \$40.00 1954015

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2007 (this "Agreement"), made by HYP Media LLC, a Delaware limited liability company (the "Borrower" or the "Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., as administrative agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Administrative Agent").

Reference is made to the Second Lien Guarantee and Collateral Agreement, dated as of December 3, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among HYP Media Holdings LLC, and immediately after the Acquisition (as defined in the Credit Agreement), the Borrower, and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of December 3, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 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 Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and all common-law rights related thereto, and the right to obtain renewals thereof, including those listed on Schedule I and II (the "Trademarks");
- (b) the right to sue third parties for past, present and future infringements of any Trademark; and
- (c) all proceeds of and rights associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any inconsistency between this Agreement and the Security Agreement, the language of the Security Agreement shall control.

SECTION 4. *Purpose.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

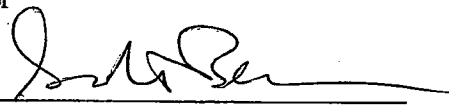
SECTION 6. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the date first above written.

HYP MEDIA LLC,  
as Grantor

By: \_\_\_\_\_

  
Name: Scott A. Berman  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By: \_\_\_\_\_

Name:  
Title:

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
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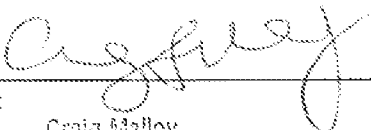
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the date first above written.

HYP MEDIA LLC,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By:   
Name:  
Title: Craig Malloy  
Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003673 FRAME: 0796**

*Schedule I*

Trademarks

Mark	Application No./ Registration No.	Filing Date/ Registration Date	Registered Owner	Owner as of Closing Date
PHONE BOOK RECYCLING (& Design)	1,954,015	02/06/1996	Hawaiian Telcom, Inc.	HYP Media LLC

*Schedule II*

Trademark Applications

None.