

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
Insight Berry Holdings LLC		04/23/2008	New York Limited Liability Company:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3093847	BERRY SALES & MARKETING SOLUTIONS
Registration Number:	3132076	BERRYADVANTAGE
Registration Number:	2608280	MOBILE MINI
Registration Number:	2539872	OLD VALUES. NEW IDEAS.
Registration Number:	1605880	THE BERRY COMPANY
Registration Number:	3184373	THE NAME THAT BUILDS BUSINESS
Serial Number:	78752964	KEEPIN' ME LINKED TO LINCOLN
Serial Number:	78752962	MY LINK TO LINCOLN
Serial Number:	78752963	OUR LINK TO LINCOLN
Serial Number:	78627828	SALES ALLY
Serial Number:	78752960	YOUR LINK TO LINCOLN
Serial Number:	77423895	I LOCAL INSIGHT YELLOW PAGES
Serial Number:	77423899	LOCAL INSIGHT YELLOW PAGES

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CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: kai.goodwin@contractor.thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	541559
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/28/2008

Total Attachments: 7
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Trademark Security Agreement

Trademark Security Agreement, dated as of April 23, 2008, by LOCAL INSIGHT BERRY HOLDINGS LLC (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Guaranty and Collateral Agreement dated as of April 23, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than any United States intent-to-use trademark application to the extent and for so long as creation by the Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application).

SECTION 3. The Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to

conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent and the Issuing Lender).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LOCAL INSIGHT BERRY HOLDINGS
LLC

By: _____

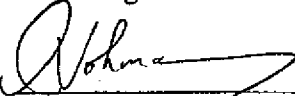

Name: James Stirbis

Title: Chief Financial Officer and Treasurer

[Trademark Security Agreement]

Accepted and Agreed:

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

By: 
Name: Christophe Vohmann
Title: Vice President

{Trademark Security Agreement}

TRADEMARK
REEL: 003767 FRAME: 0693

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


Trademarks

Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
BERRY SALES & MARKETING SOLUTIONS*	78/290964	22-Aug-2003	3,093,847	16-May-2006	Registered
BERRYADVANTAGE*	78/561652	07-Feb-2005	3,132,076	22-Aug-2006	Registered
KEEPIN' ME LINKED TO LINCOLN*	78752964	14-Nov-2005			Published
MOBILE MINI*	78/029923	10-Oct-2000	2,608,280	13-Aug-2002	Registered
MY LINK TO LINCOLN*	78752962	14-Nov-2005			Published
OLD VALUES. NEW IDEAS.*	76159864	06-Nov-2000	2539872	19-Feb-2002	Registered
OUR LINK TO LINCOLN*	78752963	14-Nov-2005			Published
SALES ALLY*	78627828	11-May-2005			Published
THE BERRY COMPANY*	73/819443	15-Aug-1989	1,605,880	10-Jul-1990	Registered
THE NAME THAT BUILDS BUSINESS*	78/312730	13-Oct-2003	3,184,373	12-Dec-2006	Registered
YOUR LINK TO LINCOLN**	78752960	14-Nov-2005			Published
THE BERRY COMPANY			Alabama 108761	11-Mar-2003	Registered
THE BERRY			Hawaii 4031564	30-Mar-2005	Registered

* Assigned to Local Insight Berry Holdings LLC by AT&T Delaware Intellectual Property, Inc. pursuant to that certain Intellectual Property Agreement dated as of the Closing Date by and among L.M. Berry and Company, AT&T Delaware Intellectual Property, Inc., Local Insight Berry Holdings LLC and Local Insight Media, L.P., entered into in connection with the Asset Purchase Agreement dated as of February 1, 2008 between L.M. Berry and Company and Local Insight Regatta Holdings, Inc.

Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
COMPANY THE BERRY COMPANY			Wisconsin WI069821	19-Mar-2003	Registered

Trademark Applications

Mark	Int'l Class/ Goods And Services	Application Ser. No./	Filing Date	Status
LOCAL INSIGHT YELLOW PAGES AND DESIGN 	16, printed telephone directories 35, telephone directory and advertising services et al 41, publication of telephone directories 42, computer services and website consulting services et al	77/423895	03/17/2008	Pending
LOCAL INSIGHT YELLOW PAGES	16, printed telephone directories 35, telephone directory and advertising services et al 41, publication of telephone directories 42, computer services and website consulting services et al	77/423899	03/17/2008	Pending